

File No. 190288

Committee Item No. 12

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date April 3, 2019

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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- Youth Commission Report
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- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date March 28, 2019

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Accept and Expend Grant - Retroactive - Safety and Justice Challenge - Amendment to the  
2 Annual Salary Ordinance - FYs 2018-2019 and 2019-2020 - \$2,000,000]

3 **Ordinance retroactively authorizing the Office of the District Attorney to accept and**  
4 **expend a grant in the amount of \$2,000,000 from the John D. and Catherine T.**  
5 **MacArthur Foundation to support San Francisco's participation as an implementation**  
6 **site in the Safety and Justice Challenge; and amending Ordinance No. 182-18 (Annual**  
7 **Salary Ordinance File No. 180575 for FYs 2018-2019 and 2019-2020) to provide for the**  
8 **addition of one grant funded Class 1823 Senior Administrative Analyst position (FTE**  
9 **1.0) and one grant funded Class 8133 Victim/Witness Investigator (FTE 1.0) at the Office**  
10 **of the District Attorney, one grant funded Class 2930 Behavioral Health Clinician (FTE**  
11 **1.0) at the Department of Public Health, and one grant funded Class 1823 Senior**  
12 **Administrative Analyst position (FTE 1.0) at the Sheriff's Department for the period of**  
13 **October 1, 2018, through September 30, 2020.**

14 Note: Additions are single-underline italics Times New Roman;  
15 deletions are ~~strikethrough italics Times New Roman~~.  
16 Board amendment additions are double underlined.  
17 Board amendment deletions are ~~strikethrough normal~~.

18 Be it ordained by the People of the City and County of San Francisco:

19  
20 **Section 1. Findings.**

21 (1) The Office of the District Attorney, partnered with San Francisco Superior Court,  
22 Sheriff's Department, Public Defender, Department of Public Health, Indigent Defense  
23 Administration Program and Police Department, for the "Safety and Justice Challenge" and  
24 was awarded \$2,000,000 by the John D. and Catherine T. MacArthur Foundation (hereafter  
25 "MacArthur Foundation").

1 (a) The award period is from October 1, 2018 to September 30, 2020.

2 (b) The grant does not include any provision for indirect costs.

3  
4 **Section 2. Authorization to accept and expend grant funds.**

5 (a) The Board of Supervisors hereby authorizes the Office of the District Attorney to  
6 accept and expend, on behalf of the City and County of San Francisco, MacArthur Foundation  
7 grant funds in the amount of \$2,000,000 to 1) Enhance Data Driven Decision Making; 2)  
8 Increase Transparency and Accountability; 3) Improve Criminal Case Processing; 4) Increase  
9 Healthy Connections; and 5) Root out Implicit Bias.

10 (b) The Office of the District Attorney proposes to maximize use of available grant  
11 funds on program expenditures by not including indirect costs in the grant budget, and indirect  
12 costs are hereby waived.

13 (c) The MacArthur Foundation requests that whenever feasible grant funds will be  
14 deposited in an interest-bearing account. As such, any income earned will be appropriated  
15 and expended in accordance with the terms under which the principal is received and  
16 appropriated.

17 **Section 3. Grant funded positions; Amendment to Fiscal Years 2018-2019, and 2019-**  
18 **2020-Annual Salary Ordinance.**

19 The hereinafter designated sections and items of Ordinance No. 182-18 (Annual Salary  
20 Ordinance File No. 180575 for FYs 2018-2019, and 2019-2020) are hereby amended so that  
21 the same shall read as follows:

22 Department: DAT (229313) District Attorney

23 Program: Safety and Justice Challenge

24 Fund: 13730

25 Project ID: 10034368

<b>Amendment</b>	<b>No. of Positions</b>	<b>Class</b>	<b>Compensation Schedule</b>	<b>Department</b>
Add in FY18-19	0.33 FTE	1823 Senior Admin. Analyst	\$3,627 - \$4,408 Biweekly	DAT
Add in FY19-20	1.0 FTE	1823 Senior Admin. Analyst	\$3,627 - \$4,408 Biweekly	DAT
Add in FY18-19	0.33 FTE	8133 Victim/Witness Investigator III	\$3,348 - \$4,070 Biweekly	DAT
Add in FY19-20	1.0 FTE	8133 Victim/Witness Investigator III	\$3,348 - \$4,070 Biweekly	DAT

Department: DPH (251973) Public Health

Program: Safety and Justice Challenge

Fund: 13730

<b>Amendment</b>	<b>No. of Positions</b>	<b>Class</b>	<b>Compensation Schedule</b>	<b>Department</b>
Add in FY18-19	0.33 FTE	2930 Behavioral Health Clinician	\$3,317 - \$4,030 Biweekly	DPH
Add in FY19-20	1.0 FTE	2930 Behavioral Health Clinician	\$3,317 - \$4,030 Biweekly	DPH

Department: SHF (232331) Sheriff

Program: Safety and Justice Challenge

Fund: 13730

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<b>Amendment</b>	<b>No. of Positions</b>	<b>Class</b>	<b>Compensation Schedule</b>	<b>Department</b>
Add in FY18-19	0.33 FTE	1823 Senior Admin. Analyst	\$3,627 - \$4,408 Biweekly	SHF
Add in FY19-20	1.0 FTE	1823 Senior Admin. Analyst	\$3,627 - \$4,408 Biweekly	SHF

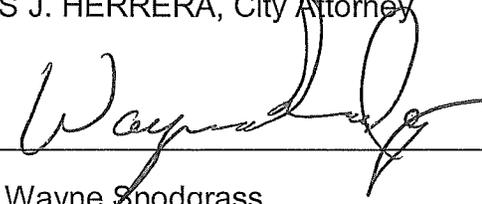
1 APPROVED AS TO FORM:

APPROVED AS TO CLASSIFICATION

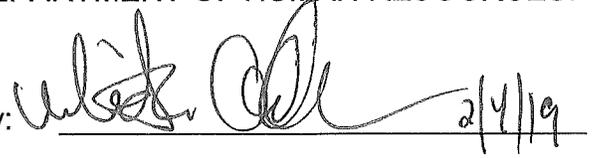
2 DENNIS J. HERRERA, City Attorney

DEPARTMENT OF HUMAN RESOURCES:

3  
4 By:



By:

 2/4/19

5 Wayne Snodgrass

Micki Callahan

6 Deputy City Attorney

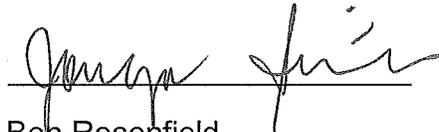
Human Resources Director

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8  
9 APPROVED:



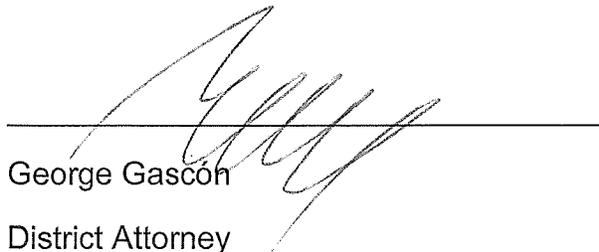
10 for London N. Breed  
11 Mayor

12  
13 APPROVED:



14 for Ben Rosenfield  
15 Controller

16  
17 RECOMMENDED:

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19   
20 George Gascon  
21 District Attorney

File Number: 190288  
(Provided by Clerk of Board of Supervisors)

**Grant Ordinance Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors ordinances authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Safety and Justice Challenge**
2. Department: **Office of the District Attorney**
3. Contact Person: **Lorna Garrido** Telephone: **(415) 553-9258**
4. Grant Approval Status (check one):

Approved by funding agency                       Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$2,000,000.00**

6. a. Matching Funds Required: **n/a**
- b. Source(s) of matching funds (if applicable): **n/a**

7. a. Grant Source Agency: **The John D. and Catherine T. MacArthur Foundation**
- b. Grant Pass-Through Agency (if applicable): **n/a**

8. Proposed Grant Project Summary:  
**To support San Francisco's participation as an implementation site in the Safety and Justice Challenge, the John D. and Catherine T. MacArthur Foundation's criminal justice reform initiative to reduce over-incarceration by changing the way America thinks about and uses jails. The Office of the District Attorney in collaboration with the San Francisco Superior Court, Sheriff's Department, Public Defender, Department of Public Health, Indigent Defense Administration Program and Police Department to provide: 1) enhance data driven decision making; 2) increase transparency and accountability; 3) improve criminal case processing; 4) increase healthy connections and, 5) root out implicit bias.**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **October 1, 2018**                      End-Date: **September 30,2020**

10. Number of new positions created and funded: **Four (4) new positions**

11. Explain the disposition of employees once the grant ends? **Positions shall be coded "G" grant funded and only exist during the duration of this grant program.**

12. a. Amount budgeted for contractual services: **\$155,000**
- b. Will contractual services be put out to bid? **No**
- c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **n/a**
- d. Is this likely to be a one-time or ongoing request for contracting out? **One-time**
13. a. Does the budget include indirect costs?

- [ ] Yes      [X] No
- b. 1. If yes, how much? \$
- b. 2. How was the amount calculated?
- c. 1. If no, why are indirect costs not included?
- [ ] Not allowed by granting agency      [X] To maximize use of grant funds on direct services
- [ ] Other (please explain):
- c. 2. If no indirect costs are included, what would have been the indirect costs? **If calculated at 10% of the personnel costs, the indirect cost for this program would have been \$145,691.**

14. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\***

15. This Grant is intended for activities at (check all that apply):

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)                 |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)           |   |

16. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Jessica Geiger  
(Name)

Facilities Manager  
(Title)

Date Reviewed: 2/13/19



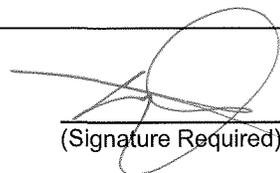
(Signature Required)

Overall Department Head or Designee Approval:

Eugene Clendinen  
(Name)

Chief Administrative & Financial Officer  
(Title)

Date Reviewed: 2/12/19



(Signature Required)



**SAFETY+JUSTICE  
CHALLENGE**

**Budget Template**

Cost Category		Year 1	Year 2	Total
<b>I. Personnel</b>		<b>\$714,880</b>	<b>\$742,025</b>	<b>\$1,456,905</b>
DPH	2930 Behavioral Health Clinician 1.0 FTE	\$101,738	\$106,210	\$207,948
DPH	2930 Behavioral Health Clinician- Fringe Benefits	\$30,520	\$31,862	\$62,382
DAT	1823 Senior Administrative Analyst- SJC Manager 1.0 FTE	\$96,122	\$100,932	\$197,054
DAT	1823 Senior Administrative Analyst- Fringe Benefits	\$46,028	\$48,330	\$94,358
DAT	8133- Victim/Witness Investigator III-Mental Health Diversion Planner 1.0 FTE	\$95,940	\$100,775	\$196,715
DAT	8133-Fringe Benefits	\$45,092	\$47,364	\$92,456
SHF	1823 Senior Administrative Analyst- Jail Population Analyst 1.0 FTE	\$96,121	\$100,932	\$197,053
SHF	1823 Senior Administrative Analyst- Fringe Benefits	\$46,029	\$48,330	\$94,359
COURT	Administrative Analyst III- Criminal Case Analyst 1.0 FTE	\$107,000	\$107,000	\$214,000
COURT	Administrative Analyst III- Fringe Benefits	\$50,290	\$50,290	\$100,580
<b>II. Professional Services</b>		<b>\$207,500</b>	<b>\$207,500</b>	<b>\$415,000</b>
CPL	California Policy Lab	\$77,500	77,500	\$155,000
CCSF	Implicit Bias Training & Tool Development	\$50,000	\$50,000	\$100,000
CCSF	Court Case Processing Training Judges, Public Defenders, Conflict Counsel, District Attorneys	\$80,000	\$80,000	\$160,000
<b>III. Data Enhancements (e.g., IT system improvements, technology, staff)</b>		<b>\$29,220</b>	<b>\$19,275</b>	<b>\$48,495</b>
CCSF	Power BI License \$90 x 10	\$900	\$500	\$1,400
CCSF	IT System improvements	\$28,320	\$18,775	\$47,095
<b>IV. Equipment and Hardware</b>		<b>\$12,200</b>	<b>\$1,000</b>	<b>\$13,200</b>
CCSF	Computers & Software for Staff (6 positions)	\$11,000	\$1,000	\$12,000
CCSF	Color Laserjet Printer: \$200	\$1,200	\$0	\$1,200
<b>V. Supplies</b>				
CCSF	Printing and Graphics	\$15,000	\$9,000	\$24,000
<b>VI. Meeting Expenses (e.g., meeting space, food and supplies)</b>				
CCSF	Food for Community Meetings	\$5,000	\$5,000	\$10,000
<b>VII. Travel</b>				
CCSF	SJC Network Meetings for up to 9 delegates-2 Trips a year (Air, per diem, ground transport)	\$16,200	\$16,200	\$32,400
<b>IX. Indirect Costs (not-to-exceed 15%)</b>				
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>

## DESCRIPTION OF FUNDED ACTIVITIES

*The Foundation asks that grantees complete applications for funding in English. You may upload a document in another language to the project document library as a supplement.*

*The information requested in this section is to describe how you would use grant funds should the foundation approve your application. Please be as specific as possible when answering the questions that follow. If you have any questions, please contact your program officer.*

**Grant Title:** Safety and Justice Challenge Implementation Site

**Proposed Start Date:** 10/1/2018

**Proposed End Date:** 9/30/2020

**Amount Requested from MacArthur (USD \$ only):** \$1,997,002.00

### Funded Activity Details

**Overall Project Budget:** \$2,000,000.00

*(If you are applying for general operating support, the Overall Project Budget field is not required.)*

**Significant Other Funders:**

## FUNDED ACTIVITY NARRATIVE

### SUMMARY OF PROJECT:

Despite a significant drop in San Francisco's incarceration rate, and exemplary advancements in the county's custodial programs and community-based alternatives, young adults of color and those with behavioral health needs remain overrepresented in our jails. What's more, both populations experience excessive lengths of stay (LOS) due to systematic problems in the criminal justice and behavioral health systems. These ongoing challenges motivated the City and County of San Francisco (CCSF) to participate in the Safety and Justice Challenge (SJC). With the MacArthur Foundation's continued investment, CCSF will continue to demonstrate that jail population reduction strategies can and should move beyond the easiest to reach populations. This work requires a holistic approach, ensuring fair, expeditious, and parallel justice for those engaging in harmful criminal activity, survivors of crime, and our communities.

According to JFA's recent analysis, the key drivers of our jail population fall into 3 categories: (1) those booked and released within a few hours or under 3 days; (2) those booked and released more than once in a year with short LOS; and, (3) those who spend many weeks and months in custody before their cases are resolved, or their jail sentences completed. CCSF proposes to use the SJC investment to enhance data driven decision making, create transparency, and increase information sharing; establish new standards for criminal court case processing; increase linkages to community based treatment; and, increase jail health clinical capacity. CCSF proposes to do this with 3 new full time positions, training, data improvements, and enhancing analytical capacity. The project will be coordinated by the SJC Manager housed at the District Attorney's Office, under the auspice of the Sentencing Commission. These strategies are aimed to produce a 15% reduction in the average daily population of the San Francisco County Jail System.

### ORGANIZATION OVERVIEW:

*The mission of the San Francisco District Attorney's Office is to investigate, charge and prosecute all criminal violations of the laws of California occurring within San Francisco County, on behalf of the people of the State of California, and to provide support services to victims of violent crimes.*

Article XL, Section 1, of the California Constitution mandates that each county have an elected District Attorney. Under California Government Code section 26500, the District Attorney acts as the public prosecutor for all crimes

committed in the county. By law, the District Attorney is the chief law enforcement officer for CCSF.

In carrying out its mission, the SFDA Office interacts with various internal and external stakeholders. Internal stakeholders include all law enforcement partners including Police, Probation, Sheriff and other law enforcement agencies operating within CCSF. Other internal criminal justice partners include the Courts, Public Defender, and the Defense bar.

#### CONTEXT:

Starting in 2014 San Francisco's average daily jail population is the lowest it has been since 1982. Despite the historically low population, there are still too many prisoners to be housed in the current jail system if County Jails 3 and 4, located in the seismically unfit Hall of Justice are permanently closed. In 2015, San Francisco found itself at a critical juncture: should we, a jurisdiction that has successfully ended mass incarceration, build a new facility to replace the unsafe and antiquated jail in the Hall of Justice; or should we continue to lead the state and the nation in finding sustainable alternatives? We chose the latter, and in January 2016, the Board of Supervisors passed a resolution urging the Director of the Department of Public Health and the Sheriff to convene a work group to plan for the permanent closure of County Jails 3 and 4 in the Hall of Justice, and any corresponding investments in new mental health facilities and current jail retrofits needed to uphold public safety and better serve at-risk individuals. The Work Group to Re-envision the Jail Replacement Project was formed in response to this resolution.

In October 2016, the Work Group completed a 9 month planning project utilizing the Sequential Intercept Model to assess opportunities for system improvement and reform. The process was a vibrant cross-agency and community informed dialogue about jail capacity, projected needs, and the challenge to be both fiscally and socially responsible as we plan for our use of confined space and maintain public safety. One Strategy strongly prioritized by the Workgroup is a continued investment in data collection, data sharing, quality, and transparency. In 2017, Mayor Ed Lee made several investments in response to the Work Group's recommendations, including additional investments in pretrial risk assessment and supervision; funding DA staff to perform charging decisions 7 days per week; and early representation staffing in the Public Defender's Office. While these interventions have had varying degrees of success in reducing incarceration, the jail population remains stubbornly high, and we have yet to address the primary contributors as identified by JFA: (1) those booked and released within a few hours or under 3 days; (2) those booked and released more than once in a year with short LOS; and, (3) those who spend many weeks and months in custody before their cases are resolved, or their jail sentences completed. After, 3 years of assessment and planning, with additional SJC funding, CCSF is motivated, focused, and ready to embrace the steps needed to address entrenched institutional challenges to obviate the need for a new jail once and for all.

#### Existing Jail Reduction Strategies

#### LEAD SF

In August 2017, the City received a 26-month grant award from the Board of State and Community Corrections to implement Law Enforcement Assisted Diversion San Francisco (LEAD SF) as a multi-agency collaborative project. LEAD SF is an innovative pre-booking diversion program that refers repeat, low-level drug offenders, at the earliest contact with law enforcement to community-based health and social services, as an alternative to jail and prosecution. LEAD SF focuses on the Tenderloin and Mission districts where a significant percentage of the City's drug incidents occur. Rather than making arrests, LEAD SF diverts eligible participants at the point of contact with law enforcement into the City's expansive network of harm reduction-based rehabilitation services, including behavioral health services (substance use disorder and mental health treatment), physical health services, transitional housing, employment, and other relevant services.

#### DESCRIPTION OF FUNDED ACTIVITIES:

##### Reduction Target

The jail facilities in the seismically unfit Hall of Justice are slated for closure. Once closed, SF's jail system will comprise 1,238 useable beds. However, due to peaking and classification factors used by the Sheriff's Department, as well as widely accepted standards of jail design and management, those beds can only accommodate an ADP of 1,064 to 1,126 people.

By comparison, the ADP for the 6 months preceding this application was 1,268. Thus, the current ADP must drop by 142 to 204 for the City to be able to close County Jail 4 without needing to construct a replacement facility or re-open other existing facilities. To negate the need for a replacement facility, the 7 SJC Strategies are targeted to reduce in the ADP to 1,044 (16%).

## Goals

CCSF's holistic approach emphasizing the least restrictive form of correctional control, while preserving public safety moves beyond punishment to include rehabilitation, reintegration, and victim support. Further, CCSF has a long history of integrating restorative justice principles into alternatives to traditional criminal case processing and reentry programing that prioritize the voices of survivors.

The goals of CCSF's SJC project are to;

- Develop evidence based criminal sentencing and correctional strategies that emphasize rehabilitation and reduce recidivism,
- Emphasize fairness,
- Root out disparity and racial bias
- Prioritize public safety and victim protection,
- Support Children of Incarcerated Parents
- Efficiently utilize criminal justice resources.

## Racial and Ethnic Disparities

The most alarming findings of the Jail Workgroup and JFA analyses illustrate the disproportionate representation of people of color in CCSF's criminal justice system: the per capita incarceration rate of African Americans is 17 times that of Caucasians. Further, those that remain in custody for the greatest length of stay are young men of color. A commitment to equitable justice requires that we further challenge ourselves to uncover the structural and institutional biases that drive these disparities and generate solutions to narrow and ultimately eliminate the disparity.

In 2017, researchers Raphael and MacDonald completed a decision point analysis looking into potential racial disparities in CCSF's criminal case processing. They found that racial and ethnic disparities in case outcomes tend to disfavor people of color relative to white suspects arrested. However, for the most part, these disparities are driven by characteristics determined prior to the DA's handling of the case. Significantly, the study found that California Proposition 47 in 2014 narrowed racial disparities for nearly all of the outcomes measured. Prop 47 narrowed the racial gap associated with a criminal history and being detained pretrial, which led to a 50% decrease in the black/white sentence disparity in San Francisco.

This study furthers DA Gascón's commitment to better understand inequities in the criminal justice system and develop tangible solutions. The effects of Prop 47 affirm that legislative action can play a significant role in reform efforts, including reducing racial disparity in criminal case outcomes. Moving forward CCSF will implement the activities outlined in the Approach section under Strategy 5 to root out implicit bias and ensure the proposed reduction strategies do not exacerbate disparities.

## Community Engagement

Community engagement is an essential component of a holistic approach to jail reduction and meaningfully addressing racial and ethnic disparities. The Sentencing Commission (SC) will serve as the host oversight body for the SJC. Quarterly meetings are open to the public. Additionally, CCSF proposes the following;

- Move SC meetings out of the DA's Office to locations throughout the City;
- Create an SJC webpage for public documents and link to relevant public data.
- Hold 3 listening sessions throughout the project, 1 of which will be facilitated by held in a county jail facility.

CCSF has successfully reduced the presence of low-risk individuals and those with limited criminal histories from our jails. However, individuals in regular contact with the system, who have longer criminal histories, and more criminogenic needs remain in our local county jails. According to JFA, the key drivers of CCSF's jail are: (1) those booked and released within a few hours or under 3 days; (2) those booked and released more than once in a year with short LOS; and, (3) those who spend many months in custody before their cases are resolved, or jail sentences completed, CCSF therefore proposes 7 evidenced informed strategies.

### Strategy 1: Enhance Data Driven Decision Making

Update the Justice Dashboard (JD) created as a part of the Innovation Fund.

The JD working group determined that measuring subsequent criminal justice contact at multiple points was the best way to capture the complexities and nuances of the system's performance. CCSF will modify the JD to incorporate a desistance framework, which views reduction in criminal activity as a complex process and allows for degrees of success. As an example, a misdemeanor theft committed by someone formerly convicted of robbery would be counted as a failure under the recidivism model, but could be viewed as an indicator of progress. To shift to a desistance framework, CPL will explore the extent to which positive outcomes can be measured, including: social integration, economic security, housing, and health.

### Strategy 2: Transparency and Accountability

Create transparency and increase criminal justice agency information sharing.

The Sheriff's Department will hire a Jail Population Liaison (JPL) to provide regular reports to criminal justice stakeholders on the identified target populations. Reports will include: aggregate demographic (gender, age, race/ethnicity), age of case, case type, and length of stay by custody status. This enhanced information sharing will include the San Francisco Superior Court, District Attorney, Public Defender, Conflict Attorney Panel and Police Department. The JPL will develop these reports utilizing jail, prosecution and court data. CPL will support the development of the reporting *code book* to ensure the accuracy and quality of the data. In addition, CPL will assist with integrating risk information from the PSA, which is currently housed in a database operated by the San Francisco Pretrial Diversion Project. CCSF will develop an internal dashboard that lists inmates by their classification and risk levels.

### RESULTS:

While San Francisco has successfully reduced the jail population, the category of individuals that remain has distilled into the hardest to treat populations. Those with complex behavioral health problems, long disconnected from the labor market, who have experienced homelessness, and who do not possess strong networks of social or familial support tend to cycle through our jails for repeat low-level non-violent offenses. Policing, arresting, and prosecuting persons who suffer from behavioral health issues and who commit low-level crimes is expensive and ineffective. Providing treatment for individuals with behavioral health needs and addressing their housing needs promotes community safety, individual wellness, and equity. Ultimately, CCSF expects that the measureable results from this investment will include reductions in the use of incarceration, and result in better use of public resources, improved individual and family outcomes, decreased recidivism, and increased public safety.

This vision will serve as a national example towards truly understanding the use of confinement and all forms of correctional control, and addressing the most challenging populations that remain in our jails. By the end of this 2 year investment, CCSF will have reduced the ADP by 16% and set the course for safe closure of CJ 4. Analytical tools will be standardized to ensure that agreed upon case processing goals are met. The continuity of care for criminal justice involved persons will be strengthened assuring expedited linkages from assessment to disposition to transfer to treatment. Victims will be made financially whole at the earliest point possible. Family connections will be maintained maximizing opportunities for successful reentry. CCSF will have continued to narrow the racial and ethnic disparities gap with established training curriculum, and decision making checklists.

CCSF will use the following key principles guide the metric tracking for the vision for continued change that will be achieved through the SJC.

(1) Context Matters- regular review of local data involving those responsible for the data is essential to address potential technological and database systems issues and ultimately ensure accurate information dissemination.

(2) Plan Collaboratively- CCSF has several criminal justice coordinating bodies managing projects considering strategies from arrest to supervision. Staff from the Sentencing Commission will work with staff from the Reentry Council and CCP to avoid duplication of efforts and leverage resources.

(3) Define Success Holistically- While there will be agency specific goals and objectives established through this project, CCSF will also create system wide objectives. This combination of micro and macro goals maintains

accountability while creating the opportunity for collective success. These lessons learned and history of successful collaboration has positioned CCSF to engage in this challenge grant as a catalyst for change to establish a model criminal justice response.

(4) Racial and Ethnic Representation-Communities of color have borne the burdens of inequitable social, environmental, economic and criminal justice policies, practices and investments. The legacy of these government actions has caused disproportionate representation of communities of color in San Francisco's criminal justice system. Racial Equity is realized when race can no longer be used to predict life outcomes, and outcomes for all groups are improved. All San Francisco criminal justice departments must prioritize racial equity so that all people may thrive. To do so, metrics must be disaggregated by race and ethnicity to monitor trends and ensure that strategies are not resulting in unintended consequences.

CCSF SJC team will meet quarterly under the auspice of the SC to receive regular report outs on status toward the outcomes identified in the proposal. These reports will be provided by the SJC Director and be made available to the public under the Brown Act.

## The Metrics

### Strategy 1: Enhance Data Driven Decision Making

Objective: Update and Improve the Justice Dashboard created as a part of the Innovation Fund.

Reports from the Haywood Burns Institute, the SC, and JFA Associates all concluded that significant gaps in CCSF data collection, sharing, and analysis inhibit the equitable and efficient administration of justice. Reviewing the underlying data generated from the DA's and Sheriff's case management systems has raised important questions that require more sophisticated programming skills to answer. As an example, the current cohort excludes individuals who were sentenced to state prison, but actually served their time in the county jail ("paper commitments"). CPL can help answer these questions by using text analysis to extract information about paper commitments and other data points from the court comments field. Additionally, SFDA & CPL plan to incorporate research regarding the effect of pretrial diversion and Collaborative Courts on desistance into the Dashboard.

Lead: SFDA, CPL

#### Activities:

- Provide updated local arrest and case disposition summary dataset to CPL (SFDA)
- Conduct updated Cohort Analysis based on data transfer (CPL)
- Incorporate desistance framework into the Dashboard (CPL)
- Provide draft updates to criminal justice partners for review (SFDA, CPL)
- Incorporate Feedback into Justice Dashboard (CPL)
- Publish annual update of the Justice Dashboard Measures to the Power BI interface. (CPL)
- Finalize workplan for public version of the interface (SFDA, CPL)
- Complete transition plan for Dashboard to JUSTIS (SFDA)

#### Measures:

- Updated analysis completed- Annually
- Proposal for desistance framework presented to SFDA and SC-Year One
- Dashboard Update Completed-Annually
- Workplan and interagency agreements for public interface completed-Year One
- Transition Plan Completed-Year Two

- Number and type of projects informed by the Justice Dashboard- Annually

## Strategy 2: Transparency and Accountability

Objective: Create transparency and increase criminal justice agency information sharing.

Lead: SFSD, CPL

Activities:

- Hire a 1.0 FTE Jail Population Liaison (SFSD)
- Create code book to ensure data accuracy and validity of population reports (SFSD, SFDA, CPL)
- Migrate PSA risk scores into the Jail Population Dashboard (SFSD, CPL)
- Develop standard population report highlighting primary population drivers and including key demographic information to monitor racial and ethnic disparities (SFSD)
- Release the standard population weekly report (SFSD)
- Coordinate Weekly population check in meetings with Jail Health, Discharge planners and other relevant cj partners to discuss opportunities to expedite case processing and linkages to treatment (SFSD)

Measures:

- JPL hired
- Code book completed
- PSA risk score migration completed
- Standard population reports created
- Number of population reports created and released.
- Number of Population checkin meetings conducted
- Number and types of cases discussed.
- Number of individuals expedited to treatment (expect some duplication with Behavioral health totals)
- Number of individuals with cases expedited.

## LEADERSHIP:

Lead Agency

The San Francisco District Attorney's Office (SFDA), CCSF's chief law enforcement agency, will serve as the lead for the Safety and Justice Challenge Implementation phase. With a broad view of the prosecutor's role in crime enforcement and prevention, and the unique dual responsibility to represent the interest of public safety and serve victims of crime, our Office is best suited to lead this cross-agency initiative. SFDA is the founder and chair of the San Francisco Sentencing Commission (SC), the proposed convener for this project. The SC, established in 2012, has held several hearings including expert testimony on promising programs that safely and effectively reduce the use of confinement, such as the Law Enforcement Assisted Diversion (LEAD) project in Seattle. In these roles, SFDA has marshalled consensus, advanced strategic planning, and ultimately implemented significant policy reforms. As such, SFDA is most suited to lead San Francisco's implementation of the Safety and Justice Challenge.

Project Director

The SJC Project Director, a 1.0 FTE housed in SFDA, will be supervised by the Director of Policy and regularly report to the SC. This will be a new position.

Data Coordinator

As outlined in Strategies 1 and 2 above, key personnel in the SFDA, Sheriff's Department and CPL will have regular data extraction and analytical responsibilities. Given the diversity of agencies, data systems, and expertise, a single City point of contact has been identified for the SJC to serve as the primary data liaison between local partner agencies, CPL and ISLG: Maria McKee, SFDA Principal Analyst. Ms. McKee has over 10 years of experience managing complex data systems and engaging with researchers analyzing criminal justice data. She has successfully brokered data use agreements and produced data for projects with Stanford, UC Berkeley, Public Policy Institute of California, and RAND. In addition Ms. McKee is the author of the basic data sharing template that is used by the City Attorney's Office as a gold standard in CCSF. Approximately 0.10 FTE of her time in-kind will be devoted to SJC efforts. CPL's primary point of contact for the project will be PhD candidate Alissa Skog, the author and researcher of the Justice Dashboard, which was created with the Innovation Fund investment. Ms. Skog will be

allocated at 0.50 FTE for SJC efforts. Responsibilities will include maintenance of the Justice Dashboard, data transfers to ISLG, and support in the development of the Jail Population Liaison reporting code book. San Francisco is fortunate to have this combined expertise to facilitate data collection and all activities related to the initiative's performance measurement and evaluation.

#### Lead Partner Agencies and Primary Contacts

The following key stakeholders are integral to the success of this reform effort and have committed to the implementation of the identified strategies:

Sheriff's Department, Ali Riker, Director of Programs

Department of Public Health, Tanya Mera, Director, Jail Behavioral Health & Reentry Services

Adult Probation Department, Tara Agnese, Director of Research-Strategy

Superior Court, Mark Culkins, Court Administrator

Police Department, Commander Greg McEachern

Public Defender's Office, Simin Shamji, Deputy Public Defender, Director, Specialty Courts & Reentry Programs

#### Data Sharing

The data elements required to identify the full scope of the issues driving San Francisco's 3 population drivers are currently available in the SFDA and SFSD case management systems. These systems receive regular feeds from the Court's case management system. Both agencies are committed to providing data as described in the draft DUA, and as permitted by California Penal Code Sections 13201 and 13202.

#### LEARNING & EVALUATION:

Conceptually, the most important thing that CCSF expects to learn through the implementation of our plan is a way to sustainably and decisively end mass incarceration and reduce persistent racial disparities, while maintaining public safety. CCSF has led the nation in adopting significant reforms, however no jurisdiction has completely mastered the playbook for ending mass incarceration. Racial and ethnic disparities endure, and individuals still spend significant portions of time in local county jail facilities, at great cost to their families, the community, and taxpayers. The suite of support and the national momentum of the SJC investment offers CCSF the opportunity to roll up our sleeves to uncover and address the hardest to treat problems. More specifically, we will determine the most efficient ways to engage in resource pairing for client success; define the true scope of San Francisco's case processing challenges; establish guidelines that move San Francisco closer to criminal case processing goals set out in the California Rules of Court.

While CCSF is exceptionally poised to maximize the benefits of the SJC investment, the challenges we experience are all too common in America's local jail systems. We propose solutions that can be replicated broadly to address these issues, specifically, decision point analysis of racial disparities; the children of incarcerated parents fund; and the victim restitution fund. Decision point analysis of racial disparities requires access to administrative datasets and complex statistical analysis. While criminal justice agencies almost uniformly possess the former, analytical capacity is often severely limited. However, independent researchers, particularly from local universities and colleges are often willing to step in to assist. Researcher-practitioner collaborations, such as the one between UC Berkeley and SFDA to undertake a case processing analysis of racial disparities in San Francisco, offer mutual benefits. Researchers are able to gain access to rich and informative datasets, and practitioners acquire analytical capacity that is both neutral as well as highly skilled.

Both the children of incarcerated parents fund and the victim restitution fund are ideal candidates for justice reinvestment. As jurisdictions reduce their reliance on incarceration, the most expensive of interventions, funds should be made available to support initiatives that both make victims and communities whole, and reduce recidivism. In doing so, these funds redouble the impact of the initial investment.

**SUSTAINABILITY / NEXT STAGES:**

CCSF is committed to continuing high impact strategies beyond the project period, and the work of our Jail Population Liaison and SJC Project Manager in partnership with CPL and ISLG will be critical in determining the efficacy of our various strategies. At the same time, a significant part of the proposed project is focused on building infrastructure, knowledge and data sharing that will remain after the grant period without additional funding. Allocations for our CPL partnership, and Project Manager will not continue past the project period – but will have a continuing positive impact on the long-term jail reduction goals.

CCSF anticipates that the allocations for the Behavioral Health Clinician and Jail Population Liaison, if proven successful, will be fully supported by San Francisco's General Fund at the close of the project period. San Francisco has a long history of proof in concept budgeting, where by initial grant investments are later supported by general fund dollars. For example in 2014 the SFDA was able to secure a grant for an analyst fellowship to advance the DA Stat, a prosecutorial performance review program. After the funding concluded in 2016 the position was funded by the general fund due to the demonstrated successful contributions made by the position. More recently the Sheriff's Department was able to successfully advocate for additional funding for Pretrial Services due to the increased responsibilities associated with administering the PSA and increased demand for pretrial case management services. In addition as a result of the recommendations from the Work Group to Re-envision the Jail Replacement Project, described in Section 5. Context, the Board of Supervisors has extended recent budget allocations for interventions focused on safely reducing the jail population for two-years. The Board of Supervisors has demonstrated a clear commitment to fund strategies that successfully contribute toward the safe reduction of the jail population and allow of the closure of County Jail 4.

Three of the key criminal justice partner agencies, SFDA, Court, and SFSD are scheduled to have new case management systems that will come online during the 24 month project period. To sustain the information sharing that will inform decision making during the project period it is essential that these systems automate report summaries that will be developed as a part of the SJC Project and create variable fields that will ease future analysis. For example, to further define the scope of San Francisco's continuance problem and monitor success we will be completing text analysis of a general comment field in the courts case management system. This is cumbersome and leads to underrepresentation of the true scope of the problem. However, this court event will have its own reliable code in the new version of the Court's case management system. This is just one small example of the data improvements that will have a long-term impact on sustaining SJC strategies. More have been identified and more will certainly be identified during the project period. In anticipation of this CCSF will utilize existing collaborative meetings and planning processes to ensure data enhancements continue.

All criminal justice agencies meet on a monthly basis to discuss policy and information systems as a part of the citywide criminal justice data integration project the Justice Tracking Information System (JUS.T.I.S.). JUSTIS is connecting criminal justice agencies' case management systems and replace a 35+ year old mainframe CABLE CMS applications system. It allows public safety departments to gather and share information with each other automatically through a centralized hub, and expedite individual department processes.

**PAST PERFORMANCE:**

By participating in the Safety and Justice Challenge, San Francisco has become a model for other jurisdictions to engage in similar strategies to deflect/divert people away from system involvement, a significant outcome that we value tremendously. Our participation has also inspired the jurisdiction to reach further to safely and effectively reduce the jail population. San Francisco is truly grateful for the package of resources that have been made available through the Safety and Justice Challenge. The semiannual convenings have provided the opportunity to network across the country and across disciplines. The meeting agendas are curated to maximize a jurisdiction's learning experience while meeting the jurisdiction where they are at regardless of what the identified reduction goal is. Speakers have challenged us to be mindful to not merely replace one form of correctional control for another. The SJC Partners and Strategic Allies have been available and responsive to our questions and the multimedia approach from the phone application to the Exchange all enhance the power of the learning community. This group is exceptional, representing some of the greatest expertise in the field. The significance of this collection of resources and networking opportunities is the demonstration that mass incarceration is a complex social problem that can be addressed with targeted investments and collaboration.

San Francisco's criminal justice system has improved three –fold since becoming an Innovation Fund site. 1) created a new needed resource for all criminal justice decision makers, 2) further normalized the use of data in decision making , 3) demonstrated that administrative data, though imperfect, can be used to help policymakers better understand incarceration, supervision, and criminal justice contact trends. Prior to the Innovation Fund investment, there had been no comprehensive analysis of justice system outcomes in San Francisco. Recidivism

analysis is essential to develop an understanding of the effectiveness of various crime prevention, diversion and rehabilitation efforts. The recidivism data that San Francisco did have was not packaged in a way to maximize impact and grab the attention of key decision makers. The completed comprehensive and dynamic Justice Dashboard was the first of its kind for San Francisco and not only has prompted further analysis detailed below it has inspired the development of other criminal justice dashboards for police use of force. It has become clear that this resource is essential to ensure long-term structural improvements to our criminal justice system, most notably meaningfully reduce reliance on jail.

The Justice Dashboard is a collaborative data sharing project developed in partnership with the District Attorney's Office (SFDA), San Francisco Sheriff's Department (SFSD), Adult Probation Department (APD), and City's Justice Tracking Information System (JUSTIS). All agencies participated in the development of the cohort methodology, design of the Justice Dashboard, and review of the analysis has been critical for data quality control and to build confidence in the results. Indeed, even the initial results have spurred discussions on possible pilot programs and policy modifications.

Examples include:

**Programming and Desistance Trends:** Both the DA's Office and Sheriff's Department are interested in incorporating programming data into the Dashboard and tracking how these different interventions may correlate with desistance rates. The DA's Office has formally entered into partnership with CPL to analyze outcomes of diversion programs. The Sheriff's Department has expressed interest in similar research for in-custody programs.

**Juvenile Criminal History:** Understanding how the trends in juvenile criminal involvement continue into adulthood, particularly for TAY, was a common question posed during the Dashboard review. The DA's Office, SFSD and Juvenile Probation Department (JPD) are committed to exploring opportunities to incorporate juvenile data into the Dashboard, ultimately aiming to help criminal justice stakeholders understand these trends and design better programming and policies to limit the continuation of criminal justice contact into adulthood.

Demonstrating the pilot Dashboard was also instrumental in securing a commitment from the Sentencing Commission to advocate for additional resources for JUS.T.I.S so that it can eventually host the Dashboard. Furthermore, representatives from the Mayor's Office attended the public Dashboard presentation and have since indicated their willingness to help identify funding opportunities to build the necessary staff and data warehouse capacity within JUS.T.I.S.

San Francisco has thrived as an Innovation Fund site and has taken full advantage of the technical assistance provided by the Urban Institute throughout the course of the project. The project has complete all but one of the primary objectives identified in the initial application. Ultimately, CCSF planned to launch a public version of the Justice Dashboard by the end of the grant period. However, efforts are still underway to agree upon the specific information that would be publicly available, and the precise wording of the definitions used in the Dashboard and a public disclaimer page. A draft public Dashboard, along with public disclaimer language, was presented to representatives from the District Attorney's Office, Sheriff's Department, Adult Probation, and Juvenile Probation for review in April. The Research Team now housed at CPL is incorporating the feedback into the Dashboard, including requesting updated statewide criminal record information from Cal-DOJ in order to fully account for the 2014 cohort's recidivism window. The DA's Office, along with CPL, will reconvene the group to review the updated Dashboard and make plans for the public launch later this summer. CCSF proposes continuing to fund this work as a part of Strategy 1.

The success of the Justice Dashboard Innovation Fund investment extends beyond CCSF as the project was selected by the Urban Institute to be profiled in a forthcoming issue brief. In addition, CCSF staff were asked to participate in a recent webinar educating current Innovation Fund Applicants about the thought process CCSF used to craft the fund application and direct experience completing the micro investment objectives. CCSF has provided a compelling and exciting depiction of using the project to leverage ongoing and new opportunities.

San Francisco has many initiatives engaging in work complementary to the Safety and Justice Challenge. Additional initiatives not identified in the Context Opportunity summary include; San Francisco's Fine and Fees Taskforce, and District Attorney's Office and Adult Probation Department participation in the Government Alliance on Race and Equity.

### RETIRED FIELDS

On June 2, 2017 we updated our application form. The sections below will no longer be used for new applications. However, if you submitted yours prior to June 2, we have retained your responses below. If you have any questions or need assistance, please contact [GMSHelp@macfound.org](mailto:GMSHelp@macfound.org).

### APPROACH:

### POLICY IMPLICATIONS:

### QUESTIONS REGARDING USE OF FUNDS

Please note that the Foundation's Intellectual Property policy applies to all grantees. We recommend that you review the policy, which is posted in the portal Document Library, as you complete your application.

*The questions in the following section are about how grant funds may be distributed, how research will be conducted and where grant activity will take place. They may not be applicable to your proposed work, but in cases in which they are, your answers will assist foundation staff in understanding the documentation and oversight your grant may require.*

#### Re-Grants

*Will MacArthur funds be used to support individuals or organizations whose work is not under the supervision of your organization?*

**Funds support unsupervised entities:** No

#### Scholarships / Awards

*Will MacArthur funds support scholarships or awards?*

**Fund scholarships / awards:** No

#### Travel

*Will MacArthur funds reimburse travel costs of meeting participants?*

**Fund personal travel reimbursement:** No

#### Geographic Focus of Work

The city and County of San Francisco.

#### Locations Under Sanction

*Will MacArthur funds support activities taking place in locations under US sanction? (See <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for a complete list of countries.)*

**Locations under US sanction:** No

**Research**

**Will this project support research?** No

**Activities in the US / Non-US Organizations**

*For organizations NOT based in the US, will grant funds be used to perform activities in the US such as fiscal agent duties, meetings, research or conferences?*

*If you are a U.S. based organization, select "No".*

**Funds for fiscal agent duties, research or conferences:** No

**AGREEMENT**

**THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:**

DATE: November 13, 2018

GRANT NO.: 18-1805-153062-CJ

GRANTEE: City & County of San Francisco  
d/b/a San Francisco District Attorney Office  
850 Bryant Street  
RM 322  
San Francisco, CA 94103  
("your organization")

GRANTOR: John D. and Catherine T. MacArthur Foundation  
140 South Dearborn Street, Suite 1200  
Chicago, Illinois 60603-5285  
(the "Foundation")

GRANT AMOUNT: U.S. \$2,000,000

PURPOSE OF GRANT: To support San Francisco's participation as an implementation site in the Safety and Justice Challenge, the Foundation's criminal justice reform initiative to reduce over-incarceration by changing the way America thinks about and uses jails (the "Purpose")

FOR USE OVER THE PERIOD: October 1, 2018 - September 30, 2020

EXPECTED PAYMENT SCHEDULE: This grant is expected to be paid in the following installment amounts (the "Payment Schedule"):

Initial Installment:	U.S. \$250,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(B) herein
Installment 2:	U.S. \$750,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(C) herein
Installment 3:	U.S. \$1,000,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(D) herein

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "Due Dates"):

December 31, 2018:	Interim Report, as further described in Paragraph 1(C) herein
November 30, 2019:	Annual Report, covering the period October 1, 2018 through September 30, 2019
November 30, 2020:	Annual Report, covering the period October 1, 2019 through September 30, 2020
November 30, 2020:	Final Report, covering the period October 1, 2018 through September 30, 2020

**OTHER TERMS AND CONDITIONS:**

1. **PAYMENT TERMS:** (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* your organization is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The initial installment of the grant funds will be made within thirty (30) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents if all conditions are satisfied. The scheduled dates of estimated payment for any subsequent installments, which dates may be amended by the Foundation from time to time, are available in the Foundation's online Grants Management System ("GMS").

(C) Payment of the second installment and all subsequent installments of the grant funds are contingent upon the Foundation's receipt and approval, in its sole discretion, of the Interim Report, as described

herein. Your organization's Interim Report should include a copy of a fully-executed Data Use Agreement ("DUA"). If your organization has not entered into the DUA by the date the Interim Report is due, your organization shall include, in such Interim Report, a narrative describing your organization's good faith efforts toward finalizing the DUA, including when the DUA is expected to be fully-signed. The DUA is a comprehensive agreement between your organization and the City University of New York's Institute for State and Local Governance regarding the disclosure, maintenance, and use of the criminal justice-related information that your organization will provide, as part of the Safety and Justice Challenge. A draft of the DUA, in a form substantially similar to what your organization will be asked to sign, is attached hereto and incorporated herein as Exhibit 1.

(D) Payment of the third installment of the grant funds is contingent upon the Foundation's receipt and approval, in its sole discretion, of (i) the Interim Report and (ii) the annual report specified in the Due Dates above and described in Paragraphs 4(A) and 4(B) below. If the fully-executed DUA was not included in the Interim Report, payment of the third installment of the grant funds shall also be contingent on the Foundation's receipt of a fully executed DUA, which DUA should be included in the Interim Report in GMS.

2. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.
3. **USE OF FUNDS:** (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such Purpose, substantially in accordance with the document uploaded into GMS by the Foundation on October 15, 2018 and entitled "Final Proposal 153062", and the budget uploaded into GMS by your organization on October 15, 2018, relating thereto (the "**approved budget**"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the approved budget, including the timing of expenditures, at any point during the course of this grant.

(B) Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Foundation and, further, that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) **RESTRICTIONS ON USE OF FUNDS:** (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d)(1) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. Your organization further confirms that the primary purpose of undertaking the work described in your organization's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945(d)(1) of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to your organization's tax or legal advisor.

(3) Your organization agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

4. **WRITTEN REPORTS:** (A) Written reports are to be furnished to the Foundation covering each year, or partial year in the instance of the Interim Report, in which your organization receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports should be submitted electronically through GMS.

(B) The annual and final written reports should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant,

including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

5. **INTELLECTUAL PROPERTY:** (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "Policy"; Attachment I hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "Grant Work Product") shall be owned by your organization and made available consistent with the terms of the Policy. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "Third Party"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

(C) Except as stated in Paragraph 5(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

(D) In connection with the narrative reports required to be submitted in the GMS under this agreement, your organization will be required to address a series of questions related to intellectual property that are available on the narrative report form in the GMS.

6. **USE OF NAME:** Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.
7. **PUBLICATIONS:** Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
8. **NOTIFICATION:** Your organization will promptly notify the Foundation upon the occurrence of any of the following: (i) A change in the executive director, chief executive officer, president, or comparable senior level executive of any agency that is engaged materially in the activities funded by the Foundation

("Agency"); (ii) receipt by the Agency of notification by another significant funder, if any, that the funder is ceasing further funding; or (iii) unless prohibited by court or agency order, the filing of a claim in any court or federal, state, or local agency alleging (a) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Agency; (b) financial impropriety by the Agency; or (c) breach of fiduciary obligations by senior leadership or the board of the Agency. Written notification will be given to the signatory of this agreement at the e mail address under the signature line below.

9. **WORKPLACE CONDUCT STANDARDS:** (A) Your organization represents that it aspires to a tolerant and civil workplace, one that is free of discrimination, harassment, and misconduct of any kind. Your organization further represents that it has in place or is committed to putting in place policies, procedures, or practices that will help ensure a tolerant and civil workplace, including the following: Staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions against retaliation against persons making good faith complaints.
- (B) In the event the Foundation learns of allegations of workplace misconduct as a result of notification by your organization or by third parties, your organization agrees to cooperate with reasonable requests of the Foundation to understand the policies, procedures, and practices in place and what steps were taken in response to the allegations. In making such requests, the Foundation is not seeking to determine the truth or falsity of the underlying allegations and is not accepting any such allegations as true. If the Foundation concludes that your organization lacks the necessary workplace protections or has failed to adhere to appropriate practices in its investigation, the Foundation may take such action as is appropriate under the circumstances, including suspending future grant payments until your organization has implemented additional steps to addressing the situation or, in extreme cases, terminating the grant. Prior to taking any action, the Foundation will discuss with you the proposed course of action and provide your organization an opportunity to respond and suggest corrective action.
10. **EVALUATING OPERATIONS:** The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.
11. **FOUNDATION GRANT REPORTS:** The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to Communications at the Foundation.
12. **RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS:** The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant funds have not been used for their intended charitable purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure, or (g) failure to timely execute the DUA. The Foundation will provide notice of any determinations made under this paragraph. In the event the Foundation takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the grant agreement and the approved budget, the Foundation will consider in good faith permitting grant funds to be used to pay such obligations.
13. **RIGHT TO RECOVER SPENT FUNDS:** Your organization will repay the Foundation, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the grant agreement or the approved budget.
14. **U.S. TAX STATUS:** By countersigning this agreement, your organization confirms that it is a governmental entity. If such status changes during the course of this grant, your organization hereby

agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.

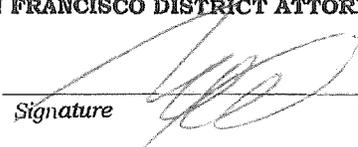
15. **MODIFICATION OF TERMS:** The terms of this agreement may be modified only by an agreement signed by an officer of your organization and a corporate officer of the Foundation. Any modifications made by your organization to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
16. **HEADINGS:** The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
17. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto. This agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
18. **DUE AUTHORITY:** The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is 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 the obligations herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and date first written above.

**JOHN D. AND CATHERINE T.  
MacARTHUR FOUNDATION**

By:   
Joshua J. Mintz  
Its: Vice President, General Counsel, and Secretary  
E-Mail: [jmintz@macfound.org](mailto:jmintz@macfound.org)

**CITY & COUNTY OF SAN FRANCISCO D/B/A  
SAN FRANCISCO DISTRICT ATTORNEY OFFICE**

By:   
Signature  
Its:   
Title

Acceptance Date: 11-20/18

**Payment should be made payable to CITY & COUNTY OF SAN FRANCISCO D/B/A SAN FRANCISCO DISTRICT ATTORNEY OFFICE**

*To facilitate receipt of the grant funds:*

- (1) Please upload the fully-signed agreement (and attachments) to the Foundation's Grants Management System.
- (2) Please complete, sign, and return the MacArthur Electronic Payment Authorization Form by e-mail to [MacFinanceGrantees@macfound.org](mailto:MacFinanceGrantees@macfound.org). The MacArthur Electronic Payment Authorization Form can be downloaded from the Document Library of the Foundation's Grants Management System.

**DATA USE AGREEMENT**

**BETWEEN**

**[FILL IN NAME OF SITE]**

**AND**

**RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK ON BEHALF OF  
THE CITY UNIVERSITY OF NEW YORK INSTITUTE FOR STATE AND LOCAL GOVERNANCE**

**REGARDING DATA USE AND CONFIDENTIALITY**

**FOR**

**The John D. and Catherine T. MacArthur Foundation  
Safety and Justice Challenge**

This Data Use Agreement ("**Agreement**" or "**DUA**") is made and entered into by and between the "**Site**", which includes \_\_\_\_\_ ("**Lead Agency**") and all of the agencies, organizations and entities listed in Section XIX(A) as signatories of this Agreement, and Research Foundation of The City University of New York on behalf of The City University Of New York Institute for State and Local Governance ("**ISLG**").

WHEREAS the John D. and Catherine T. MacArthur Foundation ("**Foundation**") has initiated and is providing funding for the "**Safety and Justice Challenge**" (the "**SJC**"), the goal of which is to reduce the use of local incarceration by reducing the flow of individuals into jail, shortening lengths of stay in jail, and diminishing racial and ethnic disparities in jail populations without compromising public safety; and

WHEREAS the Lead Agency received funding to participate in the SJC, and the Site developed a plan to further the goals of the initiative in its jurisdiction; and

WHEREAS, upon the Lead Agency's application, the Foundation has decided to fund the Site (through the Lead Agency) to implement the plan it developed; and

WHEREAS data collection and analysis will inform decision-making during this initiative and will enable the Foundation to evaluate and understand the success of the SJC and, pursuant to an agreement between the Lead Agency and the Foundation, the Lead Agency will provide data to ISLG for such analysis; and

WHEREAS ISLG will collect, consolidate, and analyze data from the Site for the purpose of establishing performance measures and monitoring those measures and will, where appropriate, transfer such data to other entities working on the SJC for the purposes of evaluation, jail population projections, data-driven technical assistance, and other research to further understand the outcomes of the SJC;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

### **I. Term of Agreement**

This Agreement shall be effective upon execution by all parties, and will continue until [insert date five years from Grant initiation date: \_\_\_ / \_\_\_ / 2023] ("Scheduled Termination Date"), unless it is:

- A. extended, as provided pursuant to Section X herein, or
- B. terminated earlier than the Scheduled Termination Date, pursuant to Section XI herein.

### **II. Definitions**

- A. "Agreement" means this Data Use Agreement ("DUA"), including all documents attached or incorporated by reference.
- B. "Lead Agency" is an entity in the Site that was awarded funding for the implementation of the Site's plan and has been given the specific operational responsibilities indicated in this Agreement. The Lead Agency for this Agreement is \_\_\_\_\_ (fill in name of agency).
- C. "Site" means the Lead Agency and all of the agencies, organizations and entities that are expected to provide or aid in the provision of Data pursuant to this Agreement whose names appear as signatories to this DUA in Section XIX(A).
- D. "Personally Identifiable Information (PII)" is information that directly identifies or uniquely describes a particular individual, criminal justice case, or event (e.g., individual arrest number, docket number, criminal justice individual identifier) or that might be used, either directly or in combination with other information, to ascertain the identity of a particular individual (such as place and date of birth).
- E. "Data" is the case-level information that is directly transferred from the Site to ISLG in response to ISLG's requests for Data. The Data will contain PII.
- F. "Data Work Product" is files, information, or analysis that is derived from Data. An example of a Data Work Product is a file in which the Data is aggregated, matched or compared to other information gained during the SJC. Unless stated otherwise, Data Work Product may contain PII and may contain case-level information.
- G. "Research Products" are any written publications or reports, or any presentations and the materials that accompany them, that are generally accessible to the public, and which present the results of systematic inquiry or analysis of the SJC-generated information. Examples of Research Products that may be produced concerning the SJC are an evaluation, jail population projections and conclusions drawn from performance measurement. Research Products do not contain PII.

- H. "Communication Materials" are materials in written or oral form, produced for the public, that convey general news and information about the SJC, but which are not the product of systematic investigation. Communication Materials do not contain PII.
- I. "SJC Partners" are organizations that have been funded by the Foundation to provide technical assistance, research support, consultation, or other services or expertise to SJC sites as part of the SJC initiative.

### **III. Data Transfer**

- A. The Site will provide to ISLG case-level Data related to key SJC decision points, as delineated in the Data Elements List ("List") that is attached hereto as Exhibit A, to the extent such Data are contained within the records maintained by the Site. The List may be amended from time to time by the mutual written consent of the Lead Agency and ISLG. For this purpose only, the requirement of writing may be satisfied through email correspondence between the Data Liaisons, as hereinafter defined, for the Site and ISLG, who are identified in Section XIII, which correspondence clearly confirms that both parties agree to the amendment.
- B. The Site will provide Data to ISLG, upon ISLG's request, at least three times during the term of this Agreement, beginning in the fall/winter of 2018. Each Data transfer will correspond to a point of performance measurement: baseline (on or about September of 2018), Year One (on or about September of 2019), Year Two (on or about September of 2020), and any other subsequent years of the initiative. As specified in Exhibit A, the first Data pull will include cases and events from April 2013 to baseline; each subsequent Data pull will include cases and events for the next twelve (12) months.
- C. The Lead Agency, through the Site's Data Liaison identified in this Agreement, is responsible for coordinating the provision of Data to ISLG. The Site's Data Liaison will be available as needed to answer ISLG's questions regarding the Data provided.
- D. The Site will provide the Data to ISLG within thirty (30) business days of each request for Data. However, if the Site has questions about the request, is unable to provide specific data elements or to provide them in the form requested, the Lead Agency's Data Liaison will inform the ISLG Data Liaison as soon as possible, and the liaisons will work together to answer the questions and/or develop a solution.
- E. All Data will be transferred from the Site using ISLG's secure file transfer protocol.

### **IV. Data Storage**

- A. All Data provided by the Site to ISLG and all Data Work Product is confidential. ISLG will hold all Data and Data Work Product in a secure manner and will protect it from disclosure, except as specifically provided in this Agreement.
- B. Data and Data Work Product in electronic form shall be stored on secure computer drives that require credentialed login for individual access. All access to such Data and Data

Work Product shall be restricted to authorized users who have been authenticated through secure password and login.

- C. ISLG will limit the use of portable electronic devices that contain Data or Data Work Product to the minimum amount necessary. To the extent that any portable electronic devices contain Data and Data Work Product, they will be stored securely in locked drawers and cabinets, access to which will be limited to trained, authorized personnel who have a need to access such Data or Data Work Product for purposes of the SJC initiative. When transported, such portable devices will remain under the physical control of authorized staff.
- D. ISLG will limit the use of paper and other hard copy files or documents that contain Data or Data Work Product to the minimum amount necessary. Such hard copy materials will be stored in locked drawers and cabinets, with access limited to authorized personnel.
- E. The stored Data and Data Work Product will be subjected to the technical safeguards for the protection of PII that are generally accepted as best practices in the industry.

#### **V. ISLG's Use of Data and Data Work Product**

- A. ISLG, including its employees, agents and subcontractors, will not use the Data or Data Work Product for any purpose other than that of carrying out its work in the SJC. Accordingly, ISLG will not match or link any of the Data provided or any of the Data Work Product produced under the terms of this Agreement with any datasets that are unrelated to the SJC.
- B. ISLG will not re-disclose the Data and Data Work Product for any purposes other than those specifically stated in this Agreement, except as required by law.
- C. ISLG will limit access to the Data and Data Work Product to those authorized employees, agents and contractors who require it in the official performance of their job duties. ISLG certifies that its employees, agents, and subcontractors with access to the Data and Data Work Product have received training on data security and the protocols that are necessary to secure confidential materials, the importance of confidentiality, and the requirements of this Agreement.
- D. ISLG will not contact any individual whose records are contained in the Data.

#### **VI. ISLG's Disclosure of Data and Data Work Product**

- A. ISLG will disclose aggregate data to RTI International ("RTI"), for the sole purpose of allowing RTI to conduct a comprehensive evaluation of the effectiveness and the impact of the SJC on behalf of the Foundation. ISLG will not disclose any Data or case-level Data Work Product to RTI.
- B. ISLG will disclose Data Work Product that does not contain PII to the following entities and solely for the following purposes: The JFA Institute ("JFA"), which will conduct jail population projections, the Site Coordinator assigned to the Site, which will conduct

analysis as needed to inform technical assistance provided to the Site, and the W. Haywood Burns Institute ("**Burns Institute**"), which will also conduct analysis as needed to inform technical assistance provided to the Site. In addition, ISLG may disclose Data Work Product that does not contain PII to other organizations who become SJC partners, as defined in II(I) and as further described herein, for the purpose of providing technical assistance or research support to the SJC. Such organizations must be approved by the Foundation before any Data Work Product is shared.

- C. If and when additional organizations are approved by the Foundation to become SJC Partners and to use Data Work Product for the purposes described in Section VI (B), supra, their use of data must also be approved by the Lead Agency before any data is shared. ISLG shall promptly notify the Lead Agency of the approval of an additional organization by the Foundation. No Data Work Product shall be disclosed by ISLG to such a new partner unless and until the Lead Agency gives its express prior written consent and approval.
- D. ISLG may disclose the aggregate data provided by the Site to the SJC to date to (a) the Foundation and the Vera Institute of Justice, for the purpose of using such information in their Communication Materials regarding the SJC, such as Site profiles for the SJC website, press releases, and talking points; (b) RTI, for the purpose of furthering its evaluation of the SJC; (c) JFA, for its work on jail projections; and (d) the entities referred to in Section VII, for SJC-related Research as defined in Section VII.
- E. De-identified data and Data Work Product that contain any case-level information that is transferred from ISLG to any of the parties referred to in (B) above or Section VII shall be encrypted in transit, using secure, authenticated, and industry-accepted encryption mechanisms. All electronic data transmission will be conducted using a Secure Socket Layer (SSL) certified, password-protected file sharing system that is used for secure data exchange.
- F. All recipients of Data Work Product pursuant to this Section VI must execute a binding, written agreement with ISLG in which the recipient commits to the same provisions regarding the security, confidentiality, disclosure, and destruction of Data Work Product that are binding upon ISLG pursuant to this Agreement.
- G. ISLG will not disclose any Data Work Product to any of the parties referred to in (A) or (B) until they have submitted their work to an Institutional Review Board and received either approval, exemption from review, or a determination that the work is not human subjects research.

## **VII. SJC-Related Research**

The Foundation may approve and fund "SJC-related Research," which is additional research or analysis that is based solely on the Data Work Product not containing PII generated from the SJC. The Foundation may approve such research if the Foundation determines that it will help document and further understand the outcomes of the SJC in relation to jail and prison population trends, including changes in racial and ethnic disparities, public safety, criminal justice system costs, the use of innovative and promising criminal justice practices, and behavioral health and other health trends. The entities that may apply to the Foundation to conduct such research are the Site Coordinators,

which are the Vera Institute of Justice, the Center for Court Innovation, Justice System Partners, and the Justice Management Institute; ISLG; RTI; JFA; and the Burns Institute. The Foundation may also consider applications from other organizations who become SJC partners, if the Foundation believes the organization is qualified to conduct such research and it agrees to abide by the confidentiality provisions stated in this DUA. All SJC-related Research must be submitted to an Institutional Review Board in accordance with the applicant organization's procedures or guidelines.

### **VIII. Request for Data by Third Parties**

In the event that ISLG receives a request from a third party for the disclosure of PII contained in the Data or Data Work Product, for example, a subpoena or freedom of information request, ISLG will promptly notify the Lead Agency, unless it is prohibited from doing so by state or federal law, and will discuss with the Lead Agency an appropriate response to the request. In responding to such a request, ISLG will abide by all Federal, state and local statutes regarding the confidentiality of the information requested.

In the event that ISLG receives a request from a third party for the disclosure of data received from the Site or Data Work Product that does not contain PII, ISLG will promptly notify the Lead Agency and the Foundation of the request and ISLG's response. Where appropriate, ISLG will discuss such requests with Lead Agency and Foundation before responding.

### **IX. Research Products and Communication Materials**

- A. It is anticipated that the following entities will create Research Products for the SJC: ISLG (performance measurement), RTI (overall evaluation), JFA (jail population projections), and the Burns Institute (technical assistance). In addition, these named entities and the Site Coordinators (the Vera Institute of Justice, the Center for Court Innovation, Justice System Partners, and the Justice Management Institute), and any new SJC partners approved by both the Foundation and the Lead Agency as described in Section VI(B) and (C), may produce Research Products in connection with SJC-related Research. The Foundation, the organizations referred to in this Section IX (A), and new SJC partners as approved by the Foundation may also produce Communication Materials.
- B. No PII will be reported in any Research Product or Communication Materials. Sites may be identified by name and discussed in Research Products and Communication Materials.
- C. The Lead Agency will have an opportunity, within a reasonable time period specified by the creator of each written Research Product, to review the Research Product before publication, for the purpose of (a) identifying factual errors or inaccuracies and providing information or corrections regarding it and (b) suggesting additional contextual information that might aid in the interpretation of findings. At its discretion, the entity that created the Research Product may amend the Research Product based on the Lead Agency's comments if that entity deems the comments to be relevant and appropriate. Should the entity that created the Research Project decide not to amend, or if the Site determines that the entity's amendment is insufficient, the procedure outlined in Section IX(D), below, shall apply.

- D. In the event that the Lead Agency identifies research or analysis findings that it believes to be inaccurate, and the entity that created the Research Product decides not to amend it, upon request of the Lead Agency, ISLG will work with the entity creating the Research Product and the Lead Agency to explore how the findings were developed, and to correct the findings, as needed, before publication. In the event that the entity creating the Research Product chooses not to make an amendment based on the Lead Agency's comments, the Lead Agency shall be permitted to draft an addendum that must be included in the Research Product, except in the case of the SJC evaluation report completed by RTI.

#### **X. Extension of Agreement**

The Site understands that the Foundation may decide to extend the term of the Grant and the corresponding collection and analysis of Data such that the Agreement's Scheduled Termination Date would no longer be practicable. Accordingly, if ISLG wishes to extend the Agreement it will notify the Lead Agency no less than 60 days before the Scheduled Termination Date. In that case, this agreement will be modified through the following process: ISLG will propose a brief letter Agreement, to be executed by all the entities that signed this Agreement, or by all of the entities that will provide additional Data during the extended term, as applicable, that may extend the term to allow for additional Data pulls, and which protects the security of the Data as it is protected in this Agreement. All signatories to this Agreement agree that they will respond promptly to such a request for extension, and will not unreasonably withhold their consent.

#### **XI. Early Termination of Agreement**

If, for any reason, the Foundation discontinues the SJC, or if the Foundation or Lead Agency terminates Lead Agency's participation in the SJC, this Agreement would automatically terminate at the same time that the SJC is terminated or the Lead Agency's participation in the SJC ends.

The Lead Agency may seek to terminate the Agreement before the Scheduled Termination Date if there is an uncorrected breach of a material term of the Agreement. In such a case, the Lead Agency would send written notification to ISLG and the Foundation stating that it believes there has been a material breach of this Agreement, specifying its reasons for such belief. The Lead Agency would meet with ISLG and the Foundation within ten (10) business days of ISLG's receipt of the notification to discuss the alleged breach and attempt to cure or resolve it. If the issue is resolved, ISLG and the Lead Agency will confirm the resolution within five (5) business days by executing a written memorandum so stating. If the issue is not resolved, ISLG and the Lead Agency will continue to discuss the issue and seek in good faith to resolve it, for an additional forty-five (45)-day period. Thereafter, upon ten (10) business days' notice, the Lead Agency may terminate the Agreement by providing written notification of termination.

#### **XII. Data Destruction**

Upon Termination of the Agreement, including Early Termination pursuant to Section XI, ISLG will destroy the Data and all Data Work Product containing PII two years after the Scheduled Termination Date stated in Section I.

Acceptable destruction methods for various types of media include:

1) For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

2) If confidential or sensitive information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data recipient shall either destroy by incineration the disc(s), shredding the discs, or completely defacing the readable surface with a coarse abrasive.

3) If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

4) If data has been stored on removable media (e.g. USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

### **XIII. Data Liaisons**

#### **A. Site Data Liaison**

The Lead Agency designates the following individual to be the data liaison for the Site ("Data Liaison"):

Name: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

#### **B. ISLG designates the following individual to be the Data Liaison:**

Name: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

In the event that Lead Agency or ISLG designates another individual to serve as Data Liaison during the course of the DUA, they will provide prior notification to each other, along with the new Data Liaison's contact information. Such notification may be accomplished through email, with each party using a notice that is signed and scanned.

### **XIV. Indemnification**

A. ISLG agrees to indemnify and defend the Lead Agency against all claims, demands, lawsuits, fines, penalties, damages, and losses and costs (including court costs,

investigative expenses, and attorneys' fees), arising out of or caused by ISLG's negligent or willful failure to abide by the provisions of this Agreement.

- B. The Lead Agency agrees to indemnify and defend ISLG against all claims, demands, lawsuits, fines, penalties, damages, and losses and costs (including court costs, investigative expenses, and attorneys' fees), arising out of or caused by the Lead Agency's negligent or willful failure to abide by the provisions of this Agreement.

#### **XV. Survival of Provisions**

All provisions of this Agreement regarding the confidentiality and security of the Data and Data Work Product shall survive the termination of this Agreement, including any extended term of this Agreement.

#### **XVI. General Provisions**

- A. This Agreement shall be governed by and construed under the laws of New York State.
- B. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.
- C. If any provision of this Agreement becomes or is declared illegal, invalid or unenforceable, such provision will be severed from this Agreement and will be deemed deleted. The other terms and conditions thereof shall not be affected thereby, and shall remain in full force and effect.
- D. This Agreement may be amended by the mutual consent of the parties in writing.
- E. This Agreement is complete and contains the entire understanding of the parties relating to the subject matter contained here. This Agreement supersedes any and all prior understandings, representations, negotiations, discussions, and agreements between the parties relating hereto, whether written or oral.

#### **XVII. Third Party Beneficiary**

The Foundation shall be a third party beneficiary of this Agreement. ISLG may not assign its responsibilities hereunder without the express written consent of the Foundation. If, due to unforeseen circumstances, the Foundation designates a replacement organization (with similar expertise of ISLG) to assume the obligations and duties of ISLG as provided in this Agreement, the Foundation will provide written notice to the Site and request the Site's approval to assign ISLG's obligations and duties to the replacement organization. In that case, the Site may terminate this Agreement if it is unwilling to provide Data to the replacement organization or to work with it in the same manner that it agreed to work with ISLG, provided that the Site will not unreasonably withhold its approval of the assignment by the Foundation to the replacement organization.

**XVIII. Counterparts**

This Agreement may be executed in counterparts and will be considered as one executed Agreement and facsimile or electronic signatures (in pdf files) received by the appropriate party will be treated as originals.

**XIX. Signatories**

Each of the individuals signing this Agreement on behalf of the named agency or entity below certifies that he or she has authority to execute this Agreement on behalf of the named agency or entity.

**A. For the Site:**

Name of Lead Agency: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Date \_\_\_\_\_

**Other Agencies:**

Name of Lead Agency: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Date \_\_\_\_\_

- B. Research Foundation of The City University of New York  
on behalf of The City University of New York  
Institute for State and Local Governance  
230 West 41st Street, 7th Fl.  
New York, NY 10036**

By: \_\_\_\_\_

Jeffrey I. Slonim Date \_\_\_\_\_  
Chief Counsel and Secretary of the Board

**Exhibit A:  
Data Elements List**

The list below contains data elements that may be requested from Safety and Justice Challenge (SJC) core sites for the purposes outlined in the data use agreement (DUA). The list is organized by system point and is a general template that covers the broad range of reforms being pursued across all SJC sites and system points. While information highlighted in yellow will be requested from all sites, the remainder of the list will be tailored to site-specific data needs (depending upon site-specific strategies for reducing jail populations) before the DUA is executed. ISLG will work with each site to refine the list based on the scope of its implementation plan, further define and tailor data elements to the local operational context; and identify time frames, samples, formatting and other parameters for requested data.

**BACKGROUND INFORMATION:**

**For cases/people at each of the system points below (as applicable):**

- Unique Person ID
- Unique Case ID (e.g. arrest ID, summons ID docket number, probation case number, etc.)
- Date of birth
- Gender
- Race
- Ethnicity
- Zip code (of home residence)
- Any other information necessary to identify eligible/target populations for selected strategies

**LAW ENFORCEMENT**

**For each arrest (custodial and non-custodial):**

- Date of arrest
- Zip code of arrest location
- Type of arrest—custodial or non-custodial (i.e. arrested and released with a citation)
- All charges associated with the arrest—including charge code and level (felony, misdemeanor, etc.), flag for top charge
- Offense type (for each charge) (e.g., person, property, drug, public order, sex, violation of probation/parole, other, etc.)

**For each summons:**

- Date of summons
- Zip code where summons was issued
- Type of summons (e.g. civil, criminal)
- All charges associated with the summons—including charge code and level (misdemeanor, violation, etc.)

**For each police diversion:**

- Date of diversion
- All charges associated with the diversion
- Name and type of diversion program/service (if applicable)
- Date diversion terminated (if applicable)
- Type of termination (successful/unsuccessful) (if applicable)
- Dates and charges of any subsequent arrests that occur during diversion programming (if applicable)

**For each call for service:**

- Date of call
- Type/nature of incident (including information about offense, as relevant)
- Flag for incidents involving behavioral health crisis/disturbance
- Responding unit
- Outcome (e.g. arrest, transport to emergency room, referral to service)
- If referral to service, name/type of program/service

**PROSECUTOR (OR OTHER CHARGING ENTITY):**

**For each case received by the prosecutor (or other charging entity):**

- Date of review and/or receipt of arrest charges
- Information on any risk assessment completed by the prosecutor
- Charging outcome (e.g., case accepted, declined, deferred/diversion pre-filing, referred back to law enforcement, grand jury outcome, etc.)
- Date of charging outcome
- If not declined:
  - All charges associated with the case—including charge code and level (felony, misdemeanor, etc.)
  - Offense type (for each charge) (e.g., person, property, drug, public order, sex, violation of probation/parole, other), etc.

**For each prosecutorial diversion:**

- Conditions of diversion/deferral (e.g. restitution payments)
- Date diversion terminated (if applicable)
- Type of termination (successful/unsuccessful)
- Any relevant additional detail on conditions met
- Dates and charges of any subsequent arrests that occur during diversion/deferral period (charge codes and levels)

**PUBLIC DEFENDER:**

**For each case screened for assigned counsel:**

- Date of arrest
- Date of filing (by prosecutor or other charging entity)
- Date of eligibility screening (for public defender/assigned counsel)
- Outcome of eligibility screening
- If assigned counsel, type assigned (e.g., public defender, assigned counsel, private attorney)—in cases where there is a change in counsel, include all assignments
- If assigned counsel, all assignment dates

**PRETRIAL SERVICES:**

**For each case screened/assessed:**

- All charges associated with the case (charge code and level—using charges at the point of assessment)
- Date of risk assessment/screening
- Outcome/recommendation of risk assessment/screening (risk level and score)

- Pretrial release recommendation (release, release to supervision, etc.)
- Date of pretrial release recommendation
- Pretrial release decision (by the court)
- Date of pretrial release decision

**For each case released to pretrial supervision:**

- Enrollment and Termination dates
- Any conditions applied
- Termination type (successful/unsuccessful) and specific conditions met (e.g. restitution paid) as applicable
- Date and charges of any subsequent arrests that occur during supervision (charge codes and levels)
- Dates of any failures to appear that occur during supervision (and associated bench warrants)

**COURT:**

**For each court case:**

- Date of filing (by prosecutor or other charging entity)
- All filing charges (charge codes and levels)
- If bail/bond set:
  - Type (secure, unsecured, full cash, etc.)
  - Amount
  - Date set
  - If paid/posted: date, amount, and type paid/posted; date of release from custody
  - If bail/bond review: date, outcome (bail/bond lowered, eliminated, etc.), and release status following review
- Release decision at bail/bond hearing/first appearance (e.g., remand, held on money bail, released on money bail, released on bond, RoR, supervised release, ATI, etc.)
- Any further release decisions made
- All arraignment charges (if different from filing)
- Arraignment plea
- Arraignment outcome (e.g. continued, disposed, dismissed)
- Dates of all failures to appear and bench warrants issued
- Dates, types, and outcomes of selected court appearances (including bail/bond hearing/initial appearance, arraignment, disposition, sentencing)
- Dates of all adjournments/continuances
- Custody status at selected court appearances (in custody, out of custody)
- Type of counsel present at selected court appearances (e.g. public defender, court-appointed counsel, private attorney)
- If screened for diversion/deferral at any point during court processing: screening date/outcome
- If diverted/deferred at any point during court processing (including problem-solving court):
  - Referral date
  - Name and type of diversion/deferral program
  - Any conditions applied
  - Termination date and type (successful/unsuccessful) and specific conditions met (e.g. restitution paid) as applicable
  - Date and charges of any subsequent arrests that occur during diversion/deferral (charge codes and levels)

- Disposition (e.g. dismissal, guilty plea, conviction)
- Disposition charges (if different from filing or arraignment)
- If sentenced, sentence type and length

**PROBATION AND/OR PAROLE:**

**For population snapshot:**

- Original charges (code, level, flag for top charge)/sentence (date, type, length)
- Intake date
- Supervision level (if applicable)
- Risk level
- Information on any special supervision conditions (restitution, sex offender registration, etc.)
- Anticipated discharge date

**For each violation issued:**

- Original charges/sentence (date and type)
- Information on any special supervision conditions (restitution, sex offender registration, etc.)
- Date violation filed
- Type of violation (technical, new arrest, etc.)
- Information on conditions violated
- If booked into jail custody: date of booking and release
- If diverted to program/service: date of diversion, name and type of program, termination type (successful/unsuccessful); dates and charges of any subsequent arrests that occurred during programming (charge codes and levels)
- Date of final violation disposition
- Final disposition (revoked, restored, etc.)

**JAIL:**

**For jail population snapshot:**

- Law enforcement agency admitting person
- Legal status ("current" status---at time of snapshot)
- If held on money bail/bond, amount
- Date/time of admission
- Date/time of booking (if different from admission)
- Risk assessment/classification/custody level (current status)
- Housing unit and cell location (including facility of confinement) (current status)
- Flag for mental health
- Information on any program participation within jail (name/type of program, date of enrollment, date of termination, type of termination (successful/unsuccessful))
- All charges associated with jail admission (charge codes, levels, flag for top charge)
- Top/Most Serious Booking/Admission Charge Type (e.g., person, property, drug, public order, sex, violation of probation/parole, other, etc.)
- If sentenced, date, length, type (time served, jail, split) of sentence; sentencing court/jurisdiction
- If probation/parole violator, type of violation (probation/parole; technical/new arrest)

- Flag for individuals who are under the jail's jurisdiction but not confined (some elements in this list will not apply to them)

**For jail admissions:**

- Law enforcement agency admitting person
- Legal status at admission
- If held on money bail/bond, amount
- Date/time of admission
- Date/time of booking (if different from admission)
- Risk assessment/classification status/custody level at admission
- Assigned housing unit and cell location at admission (including facility of confinement)
- All charges associated with jail admission (charge codes, offense levels, flag for top charge)
- Offense Type for each charge associated with booking/admission (e.g., person, property, drug, public order, sex, violation of probation/parole, other, etc.)
- Flag for mental health
- If released:
  - Date/time of release
  - Type of release (e.g., RoR, release on money bail, release to pretrial supervision, ATI, sentence served, transferred, etc.)
  - If sentenced: date, length, type (time served, jail, split) of sentence; and sentencing court/jurisdiction
  - Risk assessment/classification status/custody level at release
  - All charges associated with release (charge codes, levels, flag for top charge)
  - Referrals/connections to services/programming upon release (name/type of service/program, date of referral)



which government would be expected to deal eventually. Accordingly, it is permissible to speak to legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the

communication for lobbying purposes. If it does, and if the grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

#### Related Issues

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

#### Questions

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000.

**PERMISSIBLE AND PROHIBITED ACTIVITIES*****Some Permissible Public Policy Activities***

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

***Some Prohibited Public Policy Activities***

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.



This Policy was initially adopted September 18, 2008. It was last revised on September 10, 2015 and applies to grants awarded after that date.

### **Glossary**

**Creative Commons License:** A license that allows creators of intellectual property to retain copyright while allowing others to copy, distribute, and make some uses of their work — at least non-commercially. <http://creativecommons.org/licenses/>

**Data:** All materials created during the research process including raw data and metadata required to replicate and assess the trustworthiness of reported findings in their entirety.

**Impact Study:** A study that investigates how an intervention affects outcomes based on a model of cause and effect. It requires a credible counterfactual (typically, a control group or a comparison group) of what those outcomes would have been in the absence of the intervention. An impact study must control for factors other than the intervention that might account for the observed change.

**Open Source License:** A license that allows software or other products to be used, modified, and shared under defined terms and conditions.

**Registry:** An access point for collaborators, other scholars, students, and the interested public that provides links to data sets, survey instruments, impact studies, and experimental protocols. The purpose is to enhance the transparency and quality of research/evaluations studies funded by foundations.

**Research:** The general field of disciplined investigation, covering the humanities, the sciences, jurisprudence, evaluation and so on.

Source: Evaluation Thesaurus. Michael Scriven.

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Lorna Garrido, Grants and Contracts Manager  
**DATE:** February 13, 2019  
**SUBJECT:** Accept and Expend Ordinance for Subject Grant  
**GRANT TITLE:** Safety and Justice Challenge Program

---

Attached please find the original\* and 1 copy of each of the following:

- Proposed grant ordinance; original\* signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Grant award letter from funding agency
- Ethics Form 126 (if applicable)
- Contracts, Leases/Agreements (if applicable)
- Other (Explain):

**Special Timeline Requirements:**

Please schedule at the earliest available date.

**Departmental representative to receive a copy of the adopted resolution:**

Name: Lorna Garrido

Phone: (415) 553-9258

Interoffice Mail Address: DAT, 850 Bryant Street, Room 322

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

President, District 7  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Tel. No. 554-6516  
Fax No. 554-7674  
TDD/TTY No. 544-6546

dos-11  
JCB/PDOS  
Leg Dep. Mayor  
Office / Dep. City Atty

Norman Yee

2019 MAR 5 PM 2:12  
RECEIVED  
CITY CLERK  
SAN FRANCISCO

**PRESIDENTIAL ACTION**

Date: 3/15/2019

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,  
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. 190288 Ronen  
(Primary Sponsor)

Title. Accept and Expend Grant - Retroactive - Safety and Justice Challenge -  
Amendment to the Annual Salary Ordinance - FYs 2018-2019 and

Transferring (Board Rule No 3.3)

File No. \_\_\_\_\_  
(Primary Sponsor)

Title. \_\_\_\_\_

From: \_\_\_\_\_ Committee

To: \_\_\_\_\_ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor \_\_\_\_\_

Replacing Supervisor \_\_\_\_\_

For: \_\_\_\_\_ Meeting  
(Date) (Committee)

Norman Yee, President  
Board of Supervisors

Print Form

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SANTA CRUZ, CALIFORNIA

Time stamp  
or meeting date

2019 MAR 12 PM 3: 53

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.  
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission     Youth Commission     Ethics Commission
- Planning Commission     Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative**

**Sponsor(s):**

Ronen

**Subject:**

Accept and Expend Grant- Safety and Justice Challenge- Amendment to the Annual Salary Ordinance for FY 2018-2019 and 2019-2020 \$2000,000

**The text is listed below or attached:**

Please see attached ordinance.

Signature of Sponsoring Supervisor: Diego Ronen

For Clerk's Use Only:

**FORM SFEC-126:  
NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: The Regents of the University of California	
<i>Please list the names of</i> (1) members of the contractor's board of director- Please refer to attached list of Members and Advisors- Board of Regents . (2) Janet Napolitano, President; Nathan Brostrom, Executive Vice President- Chief Financial Officer; and Rachel Nava, Executive Vice President- Chief Operating Officer and Chief of Staff to the President; (3) any person who has an ownership of 20 percent or more in the contractor - n/a; (4) any subcontractor listed in the bid or contract -n/a; (5) any political committee sponsored or controlled by the contractor- n/a.	
Contractor address: California Policy Lab c/o The Institute for Research on Labor and Employment UC Berkeley 2521 Channing Way, #5555 Berkeley, CA 94720-5555	
Date that contract was approved:	Amount of contract: \$155,000
Describe the nature of the contract that was approved: Development of the reporting code book to ensure the accuracy and quality of the grant required data, and the integration of risk information from the Public Safety Assessment.	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors  
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Relocation Appeals Board, and Local Workforce Investment Board) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: ( 415 ) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed



## About

- Members and Advisors
- Officers
- Committees
- Regents Emeriti
- Upcoming Meetings
- Past Meetings
- Public Comment
- Minutes
- Governance
- Bylaws
- Committee Charters
- Standing Orders
- Regents Policies
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## Members and Advisors

- Appointed Regents
- Ex Officio Regents
- Student Regent
- Regents-Designate
- Faculty Representatives to the Regents
- Advisors to the Regents

*(Click on the individual's name for a more complete biography.)*

### Appointed Regents

#### **Maria Anguiano**

Appointed by Governor Brown effective June 16, 2017 to a term expiring March 1, 2028; Chief Financial Officer, Minerva Project Inc.; B.A. (Economics-Accounting and Spanish), Claremont McKenna College; M.B.A., Stanford Graduate School of Business.

#### **Richard C. Blum**

Appointed March 12, 2002 to a term expiring March 1, 2014 (by Davis); re-appointed in 2014 (by Brown) to a term expiring March 1, 2026; Chairman of Blum Capital Partners, L.P. and Co-Chairman of Newbridge Capital, LLC.; B.A., University of California, Berkeley; M.B.A, University of California, Berkeley.

#### **Laphonza Butler**

Appointed by Governor Brown effective August 6, 2018 to a term expiring March 1, 2030; President of SEIU United Long Term Care Workers Union; B.A. (Political Science), Jackson State University.

#### **Michael Cohen**

Appointed by Governor Brown effective August 6, 2018 to a term expiring March 1, 2030; Chief Financial Officer of CalPERS, the California Public Employees' Retirement System; B.S., Stanford University (Urban Studies); Master's Degree in Public Affairs, Lyndon B. Johnson School at the University of Texas.

#### **Gareth Elliott**

Appointed January 2, 2015 to term expiring March 1, 2025 (by Brown); Partner, Sacramento Advocates, Inc.; B.A. (Political Science), Humboldt State University.

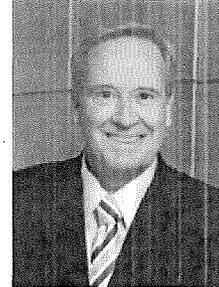
#### **Cecilia Estolano**

Appointed by Governor Brown effective August 6, 2018 to a term expiring March 1, 2022; Co-CEO and Co-Founder, Estolano LeSar Advisors; A.B., Harvard-Radcliffe Colleges; M.A. in Urban Planning, UCLA; J.D., UC Berkeley School of Law.

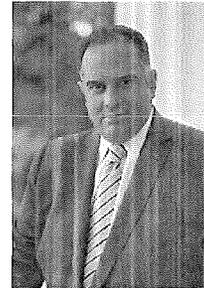
#### **Devon Graves**

Student Regent, July 1, 2018 - June 30, 2019, and UCLA doctoral student in the Graduate School of Education and Information Studies; B.A., California State Polytechnic University, Pomona (Political Science); Masters of Arts, Higher Education and Organizational Change, UCLA.

## Board Officers



Chair George Kieffer



Vice Chair John A. Pérez

**ard "Peter" Guber**

Appointed by Governor Brown effective June 6, 2017 to a term expiring March 1, 2029; Chairman and Chief Executive Officer, Mandalay Entertainment Group; Master of Laws and J.D. degrees, New York University School of Law.

**George Kieffer**

Appointed May 6, 2009 to term expiring March 1, 2021 (by Schwarzenegger); Partner and member of the Executive Committee of the national law firm of Manatt, Phelps & Phillips, LLP; Bachelor's degree, University of California, Santa Barbara; J.D. degree from UCLA. Mr. Kieffer is the current Chair of the Board.

**Sherry L. Lansing**

Appointed March 11, 1999 to a term expiring March 1, 2010 (by Davis); re-appointed in 2010 (by Schwarzenegger) to a term expiring March 1, 2022. Founder of the Sherry Lansing Foundation and former Chair and CEO of Paramount Pictures' Motion Picture Group; B.S., Northwestern University.

**Richard Leib**

Appointed by Governor Brown effective August 6, 2018 to a term expiring March 1, 2026; President and CEO, Dunleer Strategies; B.A., University of California, Santa Barbara; M.A., Claremont Graduate University; J.D., Loyola University School of Law.

**Hadi Makarechian**

Appointed October 24, 2008 to term expiring March 1, 2020 (by Schwarzenegger); B.S. (Civil Engineering), B.A. (Economics), State University of New York; Chairman of Makar Properties Board of Directors.

**Eloy Ortiz Oakley**

Appointed November 17, 2014 to term expiring March 1, 2024 (by Brown); Chancellor of the California Community Colleges; B.A. (Environmental Analysis and Design), University of California, Irvine; M.B.A., University of California, Irvine.

**Lark Park**

Appointed by Governor Brown effective June 15, 2017 to a term expiring March 1, 2029; Director of the California Education Learning Lab in the Governor's Office of Planning and Research; B.A., University of California, Berkeley; M.A., Georgetown University.

**John A. Pérez**

Appointed November 17, 2014 to term expiring March 1, 2024 (by Brown); California State Assembly Speaker Emeritus and former Assemblymember. Mr. Pérez is the current Vice Chair of the Board.

**Richard Sherman**

Appointed January 17, 2014 to a term expiring March 1, 2025 (by Brown); Chief Executive Officer at the Geffen Company; Master of Business Taxation from the University of Southern California.

**Jonathan "Jay" Sures**

Appointed January 4, 2019 to a term expiring March 1, 2020 (by Brown); Co-President of United Talent Agency; B.A. (Economics), UCLA.

**Ellen Tauscher**

Appointed by Governor Brown effective June 2, 2017 to a term expiring March 1, 2028; Former member of Congress and

... Secretary of State for Arms Control and International Security in the Obama Administration; B.S., Seton Hall University.

**Charlene Zettel**

Appointed May 6, 2009 to term expiring March 1, 2021 (by Schwarzenegger); former Chief Executive Officer, Donate Life California; B.S., University of Southern California.

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**Ex Officio Regents**

**Gavin Newsom**

Governor of California and ex officio Regent, January 7, 2019 - present.

**Eleni Kounalakis**

Lieutenant Governor and ex officio Regent, effective January 7, 2019 - present.

**Anthony Rendon**

Speaker of the Assembly and ex officio Regent, effective March 7, 2016 - present; Assembly member from the 63rd district.

**Tony Thurmond**

State Superintendent of Public Instruction and ex officio Regent, January 7, 2019 - present.

**Janet Napolitano**

President of the University and ex officio Regent, effective September 30, 2013; B.A., Santa Clara University; J.D., University of Virginia School of Law.

**Darin Anderson**

Alumni Regent, July 1, 2018- June 30, 2019, and President, Alumni Associations of the University of California; B.S., University of California, Riverside (Business Administration); M.B.A., University of California, Riverside.

**Jason Morimoto**

Alumni Regent, July 1, 2018 - June 30, 2019, and Vice President, Alumni Associations of the University of California; B.S., University of California, Berkeley (Business Administration).

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**Regents-Designate**

**Christine Simmons**

Alumni Regent-designate, July 1, 2018 - June 30, 2019, and Treasurer, Alumni Associations of the University of California; B.S., UCLA.

**William Um**

Alumni Regent-designate, July 1, 2018 - June 30, 2019, and Secretary, Alumni Associations of the University of California; B.A., University of California, Irvine (Economics and Psychology); J.D., Boston University School of Law.

**Hayley Weddle**

Student Regent-designate, July 1, 2018 - June 30, 2019, and UC San Diego doctoral student in Education Studies; B.A., UC Santa Barbara (Sociology and Business Economics); Masters of Arts, Postsecondary Educational Leadership: Student Affairs, San Diego State University.

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**Faculty Representatives to the Regents**

**Kurt May**

Faculty Representative to The Regents, September 1, 2017 - August 31, 2019, and current Chair of the Universitywide Academic Senate of the University of California.

**Kum-Kum Bhavnani**

Faculty Representative to The Regents, September 1, 2018 - August 31, 2020, and current Vice Chair of the Universitywide Academic Senate of the University of California.

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**Advisors to the Regents**

**Edward Greg Huang**

Student Advisor, July 1, 2018 - June 30, 2019, and UC Berkeley undergraduate student.

**Sherry Main**

Staff Advisor, July 1, 2018 - June 30, 2019.

**Kate Klimow**

Staff Advisor-designate, July 1, 2018 - June 30, 2019; Staff Advisor, July 1, 2019 - June 30, 2020.

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