

File No. 200293

Committee Item No. 7

Board Item No. 9

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 15, 2020

Board of Supervisors Meeting

Date April 21, 2020

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date April 10, 2020

Completed by: Linda Wong

Date April 16, 2020

1 [Accept and Expend Grant - Retroactive - PolicyLink - Financial Justice Project - \$250,000]

2

3 **Resolution retroactively authorizing the Office of the Treasurer and Tax Collector to**
4 **accept and expend a grant in the amount of \$250,000 from PolicyLink for the purpose of**
5 **designing and implementing a national initiative to reform fines and fees from December**
6 **1, 2019, through July 31, 2021.**

7

8 WHEREAS, Fines, fees and tickets that are beyond a person’s ability to pay can push
9 low-income people deeper into poverty, result in a cascade of unintended consequences for
10 low-income residents, and are counterproductive sources of revenue; and

11 WHEREAS, The City and County of San Francisco is the first city in the nation to
12 launch a Financial Justice Project to assess and reform fines and fees that have a
13 disproportionate and adverse impact on low-income residents and communities of color; and

14 WHEREAS, PolicyLink awarded the Financial Justice Project with \$250,000 in funding
15 to design and implement a national initiative to reform fines and fees and create replicable
16 policy interventions in local jurisdictions across the United States; and

17 WHEREAS, The grant period is from December 1, 2019, through July 31, 2021; and

18 WHEREAS, The grant does not create any new positions, and will not require an
19 amendment to the Annual Salary Ordinance; and

20 WHEREAS, A request for retroactive approval is being sought because the Office of
21 the Treasurer & Tax Collector received the final award agreement on December 30, 2019, for a
22 project start of December 1, 2019; and

23 WHEREAS, The Office proposes to maximize use of available grant funds on program
24 expenditures by not including indirect costs in the grant budget; now, therefore, be it

25

1 RESOLVED, That the Board of Supervisors hereby authorizes the Office of the
2 Treasurer and Tax Collector to accept and expend the grant in the amount of \$250,000 from
3 PolicyLink on behalf of the City and County of San Francisco; and, be it

4 FURTER RESOLVED, That the Board of Supervisors hereby waives inclusion of
5 indirect costs in the grant budget; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the Treasurer, or his
7 designee, to enter into the agreement on behalf of the City and County of San Francisco; and,
8 be it

9 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
10 executed by all parties, the Office of the Treasurer and Tax Collector shall provide the final
11 contract to the Clerk of the Board for inclusion into the official file.

12

13

14 Recommended: Approved: _____ /s/

15 Mayor

16 _____ /s/

17 Department Head Approved: _____ /s/

18 Controller

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File Number: _____
(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: Cities and Counties for Fine and Fee Justice
2. Department: Office of the Treasurer & Tax Collector
3. Contact Person: Eric Manke Telephone: (415) 554-4509
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for:
6. a. Matching Funds Required: No
b. Source(s) of matching funds (if applicable):
7. a. Grant Source Agency: JPB Foundation
b. Grant Pass-Through Agency (if applicable): PolicyLink
8. Proposed Grant Project Summary:

City and County of San Francisco will participate in the design and implementation of Cities and Counties for Fine and Fee Justice, a national initiative to reform fines and fees and create replicable policy interventions in local jurisdictions across the United States.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: December 1, 2019 End-Date: July 31, 2021

10. Number of new positions created and funded: 0

11. Explain the disposition of employees once the grant ends? N/A

12. a. Amount budgeted for contractual services: \$250,000
b. Will contractual services be put out to bid? Yes
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes
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 No
b. 1. If yes, how much? N/A
b. 2. How was the amount calculated? N/A
c. 1. If no, why are indirect costs not included?

Not allowed by granting agency

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?

Similar grants included 10% indirect cost rate which would result in approximately \$25,000

14. Any other significant grant requirements or comments:

****Disability Access Checklist****

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

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, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

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

GRACE O'CONNOR

(Name)

Manager

(Title)

Date Reviewed:

2/3/2020



(Signature Required)

Overall Department Head or Designee Approval:

Tajel Shah

(Name)

Chief Assistant Treasurer

(Title)

Date Reviewed:

2/04/2020



(Signature Required)

Grant Title

Please limit to one sentence

The Financial Justice Action Network (*working name*) will assess and reform inequitable fines and fees that strip resources from low-income people and people of color in five localities, spurring reform across the country.

Project Summary

Please describe what need the project seeks to meet.

Limit to one paragraph. This is an opportunity to tell us about the context or data that creates the need for this project to exist. Do not respond with a description of what you do. This is about why.

Over the past ten years, government has become increasingly reliant on fines and fees to raise revenue and recoup costs. Fines and fees have increased in size and severity, and often exceed people's ability to pay them. In an extensive [report](#), National Public Radio found that since 2010, 48 states have increased criminal and civil court fees. [Local governments](#) also increasingly attempt to fund their operations through steep fines and fees that exceed people's ability to pay them. There is often an insidious, unintended impact of this practice – to push people into poverty. Poor people and people of color are usually hit the hardest. When people cannot pay, a cascade of consequences set in. Late fees are added, credit scores can be impacted, and driver's licenses can be suspended. Access to housing and employment is diminished. People can even be jailed for nonpayment. These financial penalties can make government a driver of inequality, not the equalizer that it should be. Charging people fines and fees that exceed their ability to pay them is often a "lose-lose" for government and for people. Because people often cannot afford to pay, governments may gain little from attempting to collect them. Both the [White House Council of Economic Advisors](#) and the [Conference of State Court Administrators](#) have found fines and fees are often an ineffective and inefficient means of raising revenue.

State the project's goal(s) in one sentence.

Sentence should start with "To..." (if necessary, there can be more than one component here, i.e., "To... and to..")

To launch a Financial Justice Action Network that will create replicable models of local action in five places to assess and reform inequitable fines and fees that strip resources from low-income people and people of color.

Provide background on the project.

Keep this about the work the grant is supporting. How did it get started? Where is it in its lifecycle?

In late 2016, San Francisco launched [The Financial Justice Project](#). The Financial Justice Project is the nation's first effort embedded in government to assess and reform fines, fees, and financial penalties that disproportionately impact struggling residents. Housed in the Office of the Treasurer, the Financial Justice Project has two main goals. First, to listen to community members to identify the biggest fine and fee pain points impacting low-income people. Second, to identify and implement doable solutions for government and the courts that will make a difference in people's lives.

Over the past two years, the FJP has worked with community advocates and departments to enact dozens of reforms that ease or eliminate the inequitable burden of fines or fees, and has set the bar

nationally by successfully implementing transformative policy changes. San Francisco was the first in nation to eliminate thousands of dollars in administrative fees charged to people exiting jail and the criminal justice system (resulting in the cancellation of \$32.7 million dollars in debt for 21,000 low-income people); created new payment plans for low-income people that made it easier and cheaper to pay off parking tickets and other citations; cut towing and boot fees in half for lower-income people, and worked with the local traffic court to implement some of the most far-reaching ability to pay standards in the country. A full list of the Financial Justice Project's accomplishments is [here](#). These reforms have lifted millions of dollars of debt off of tens of thousands of low-income people, and removed barriers to employment, housing and economic security.

PolicyLink has worked with the San Francisco Office of the Treasurer on equity-driven financial security projects since 2013—developing resources such as the report “Integrating Family Financial Security into Promise Neighborhoods: A Resource and Implementation Guide”—and has served as an advisor to the San Francisco Financial Justice Project (FJP) since its inception, contributing to the development of its recommendations on reducing fines and fees. Consistent with PolicyLink’s tagline—“Lifting Up What Works”—PolicyLink engaged with FJP about scaling its approach nationally in 2017, based on deep experience establishing and convening national initiatives, learning communities, coalitions, and networks. PolicyLink and FJP developed a concept paper for a “Financial Justice Action Network” that would expand the fines and fees work to five localities across the country.

After a number of cities reached out to Fines and Fees Justice Center about reforming their fine and fee practices, FJP and the Fines and Fees Justice Center (FFJC) also began collaborating to respond to the interest of cities across the country, and began discussing a potential partnership to grow the number of cities advancing these reforms, leveraging the Fines and Fees Justice Center’s national perspective, expertise and clearinghouse of resources. In early 2019, PolicyLink, FJP, and FFJC came together to align efforts and tap into their respective competencies to serve as the network’s anchor organizations. The anchor organizations have begun meeting regularly to design The Financial Justice Action and Leadership Network (working name).

Provide a brief description of the proposed project.

Keep under 1000 words (2 pages). Succinctly describe the project in detail. Tell us how you will be using our funds.

A growing number of local leaders are recognizing—and in some cases, addressing—the devastating impact that fines and fees have on low-income communities and communities of color. Every month, several localities reach out to The Financial Justice Project and the Fines and Fees Justice Center to speak about the impact of fines and fees in their communities, and to learn about possible reforms.

To leverage this increasing awareness and advance economic security throughout the nation, PolicyLink, the San Francisco Financial Justice Project, and the Fines and Fees Justice Center are launching a national initiative designed to help local jurisdictions assess and reform their fines and fees, and create replicable models for fine and fee reform.

In its initial two-year pilot phase, the network will be comprised of teams selected from five local jurisdictions across the United States. Each team will commit to increasing people’s economic security through assessing and reforming fines and fees that strip wealth from low-income people, and

disproportionately impact people of color. Each local team will include relevant government staff, policy advocates, community leaders, grassroots organizations, and impacted individuals.

Network participants will be recruited and selected through a rigorous application process that will evaluate applicants using a range of criteria, including the commitment and capacity to achieve measurable impact in reducing the use of fines and fees. Several places that have demonstrated commitment to addressing this issue—and, in some cases, already working with the Financial Justice Project and/or the Fines and Fees Justice Center—will be targeted for recruitment as potential pilot sites.

Each locality will receive a suite of supports, including structured learning opportunities, access to experts and data, research assistance, technical assistance tailored to the local needs of each team, and financial support. Through a series of online and in-person learning sessions, the teams will learn how to identify and assess the impact of fines and fees, engage community-based organizations to understand the impact of fines and fees on local communities, develop a fines and fees reform agenda, and push forward reforms driven by the experience and needs of communities and people impacted by fines and fees.

The learning sessions will be designed and led by the network's anchor organizations—San Francisco Financial Justice Project, Fines and Fees Justice Center, and PolicyLink—and other experts, including advocates and government officials who have successfully advanced fine or fee reforms at the local or state levels. Network participants will also learn from each other through ongoing peer-to-peer coaching sessions.

As place-based work, each participating locality will have unique challenges and opportunities, and will likely benefit from individualized assistance. The anchor organizations and other experts will provide individualized support per team such as regular check-in calls to assess teams' progress and to identify, understand, and address needs, connection to resources, information, and tools, coaching sessions, and research and legislative drafting support.

Using a results-based framework, local teams will develop attainable and impactful goals, strategies intended to accomplish those goals, and indicators of progress towards those goals. At the end of the two-year pilot, teams will have developed a robust understanding of how fines and fees affect their localities and acquired knowledge of a range of tools, strategies, promising policies, and best practices for reducing their reliance of fines and fees. In addition, each participating jurisdiction will have passed at least three reforms of fines and/or fees that make a meaningful difference in the lives of low-income residents.

Achieving meaningful reforms across five jurisdictions will help advance national momentum to reform fines and fees through creating additional "proof points," and will broaden the model of what reforms could look like in different jurisdictions. Throughout the pilot, the anchor organizations will create and disseminate resources informed by the experience of the five-locality cohort. The anchor organizations will leverage these resources, including replicable models for reform, to create a low touch model to expand the network to a critical mass of locations with the goal of establishing a self-sustaining network of locations dedicated to fines and fees reform, and spurring change in cities and counties across the country.

At the end of the pilot phase, the anchor organizations will evaluate the network's results.

Funding from JPB will be used for PolicyLink and Financial Justice Project staff time, direct resources to participating localities, and for expenses such as travel, convening costs, and consultants. The Fines and Fees Justice Center has already secured funding to participate as a network anchor organization and will not be resourced through this grant.

Objective 1

What is the 1st objective of this project?

Create an action and leadership network that will get participating localities working toward meaningful fine and fee reform, creating momentum to spur other localities to do the same.

Describe the primary strategies for this objective.

The anchor organizations have already begun speaking with localities across the country interested in assessing and reforming fines and fees that disproportionately impact low-income communities and communities of color. We anticipate working with some of these places, as well as reaching out to other potential participants.

Through a competitive application process, the anchor organizations will select teams from five localities across the country as part of the initial cohort. Each team will be comprised of relevant government staff, as well as policy advocates, community organizations, grassroots organizations, and impacted people. Each team will commit to calling for and advancing reforms to inequitable fines and fees that strip wealth from low-income people and create barriers to housing and employment.

To support the five local teams, the anchor organizations will provide ongoing technical assistance and support. The anchor organizations will develop and share tools and resources, and will facilitate in-person convenings, online learning opportunities, and one-on-one check ins. The anchor organizations will also draw from their respective network of external researchers and experts to support localities when needed and will create peer-learning opportunities for localities in the cohort to learn from each other.

At the end of the two years, the initial five localities in the cohort will form a leadership council that serves as a resource for other jurisdictions pursuing similar reforms. This leadership council will commit to acting as advisors to other interested locations, creating a growing, self-sustaining network. The anchor organizations will work with local leaders in the network to build national momentum through identifying communications opportunities for localities to share their work through conferences, op-eds, and earned media coverage. Growing the numbers of outspoken local places and leaders who champion these reforms will spur national momentum and encourage other localities to pursue and adopt similar reforms that reduce the inequitable impact of fines and fees. As momentum grows across the country, localities will increasingly turn to the leadership council that have established “proof points” in their own jurisdictions to provide advice and guidance.

Objective 2

What is the 2nd objective of this project?

Five localities will enact meaningful fine and fee reforms that enhance the economic well-being of low-income residents and remove structural barriers to economic mobility, employment, and housing

Describe the primary strategies for this objective.

Each locality will form a team that will have representation from bodies that have power or influence over the policy changes necessary to advance and implement these reforms.

The anchor organizations will support each local team to:

- 1) Conduct an audit of fines and fees imposed and collected in each location.
- 2) Work with their communities to assess the impacts of these fines and fees on low-income people and communities of color.
- 3) Identify priority fines and fees for reform and craft a reform agenda in each place that is responsive to community needs.
- 4) Pass at least three impactful fine and fee reforms, resulting in meaningful change that enhances the economic well-being of low-income residents

With a goal of at least three impactful reforms in each of five sites, the network should collectively pass at least fifteen reforms in two years. Sample reforms could include eliminating high pain, low gain fees charged to people exiting the criminal justice system and wiping outstanding debt from these fees, repealing various fines, eliminating the use of driver's license suspensions when someone cannot afford to pay their traffic ticket, and/or offering new ability to pay processes to adjust traffic fines for low income residents; lowering the cost of phone calls from jail or and ending markups at jail store/commissary; creating new payment plans tailored to the needs of low income residents that make it easier and cheaper to pay citations.

Objective 3

What is the 3rd objective of this project?

Craft and disseminate strategic communications tools, resources, and to catalyze reforms in other places and build and sustain and national movement.

Describe the primary strategies for this objective.

To support the five-locality cohort, the anchor organizations will produce first-of-its-kind draft materials, including best practices, tools (e. g., framing and messaging), and process documents (e.g., how to conduct a fines-and-fees audit), and work with each locality to use these tools to advance meaningful reforms. Informed by the experience of the localities in the cohort, the anchor organizations will promote these resources (as well as learnings from the network) nationally and in targeted localities beyond the five pilot sites.

The anchor organizations will also develop a communications agenda to regularly reach key audiences about the need and opportunity for local fine and fee reform; as well as push out the learnings, actions, and reforms of the participating localities. We will do so through social media, blogs, op-eds, generating earned media, and speaking at various conferences. Participating local leaders will also engage in strategic communications to advance their goals locally, as well as encourage peer leaders throughout the country.

Year 1

What are the activities for year 1?

- 1) Design the project, including developing the application to join the network, recruiting and selecting localities to join the network, and confirming network features and service offerings and enlisting subject matter experts beyond the anchor organizations to be responsive to the needs of the network participants.
- 2) Develop draft materials, including tools and resources to be shared with the Network teams, including best practices, tools, and process documents to support them through the two-year process.
- 3) Engage the network, including planning and hosting a kick-off convening, helping teams develop project goals, and indicators of success
- 4) Work with places to begin the fine and fee assessment process, including building relationships with local stakeholders and community-based organizations, and working with localities to conduct a comprehensive audit of fines and fees assessed and collected in their jurisdiction.

What are the project deliverables for the year 1?

(e.g., reports, meetings, research findings, etc.)

- 1) Network application and finalized description
- 2) Selection of five localities
- 3) Draft materials, including best practices, tools, and process documents
- 4) An initial kick-off convening with all five localities and the anchor organizations
- 5) Localities have launched their fines-and-fees audits.

Year 2

What are the activities for year 2?

- 1) Ongoing network engagement, including online learning labs, individualized coaching sessions, and site visits.
- 2) Communication, including dissemination of materials and promotion of reforms to inequitable fines and fees that enhanced the economic well-being of low-income communities.
- 3) Each locality pursues the fine and fee reform agenda specific to their location, including policy and administrative changes
- 4) Evaluation, including assessment of indicators and benchmarks and need for second phase.

What are the project deliverables for the year 2?

(e.g., reports, meetings, research findings, etc.)

- 1) Site visits
- 2) online meetings
- 3) policy reforms
- 4) evaluation report, and
- 5) op-eds and earned media coverage promoting reforms.

What are the 3-4 desired short-term outcomes (for each year) of this project?

Year 1

- 1) Anchor organizations develop tools and resources to support the five localities that can be used by the network.
- 2) Five localities selected that are committed to calling for and enacting meaningful reforms to inequitable fines and fees, and serve as local leaders and “ambassadors” to encourage other places to adopt reforms.
- 3) Five localities develop an understanding of the fines and fees assessed in their locality, and the impact on local communities, as well as promising ideas for reform.
- 4) Five localities craft a fine and fee reform agenda specific to their jurisdiction, identifying inequitable fines and fees for reform and strategies intended to accomplish these goals.

Year 2

- 1) Fines and fees audit completed in five sites.
- 2) At least fifteen policy wins achieved (three per site) that enhance the economic well-being of low-income residents and removing structural barriers to economic mobility, employment, and housing.
- 3) Communications strategy is developed and launched, including substantial social media presence and at least three opinion or earned media pieces published.
- 4) Lessons learned and best practices finalized and shared broadly beyond the initial five localities.

What are the 3-4 desired long-term outcomes (3-5 years) of this project?

- 1) Spur a larger national movement to assess and reform fines and fees beyond the initial five localities. At least ten places are working to address and reform fines and fees.
- 2) Network materials continue to evolve and are widely shared and utilized.
- 3) Public revenue and funding streams are more equitable in places nationwide.

How is your proposed project complementary, additive, or different to other current projects addressing this need?

The Financial Justice Learning and Action Network brings together three anchor organizations with deep and complementary expertise. PolicyLink brings experience convening and coordinating national learning networks and working with localities to engage grassroots organizations, the Financial Justice Project is the first effort of its kind embedded in government to assess and reform fines and fees, and the Fines and Fees Justice Center offers a national perspective on fine and fee reforms and a clearinghouse of resources for localities to use and adapt. This collaborative is the first of its kind to bring together nonprofit and government partners to provide in-depth technical assistance to create replicable models of reform in localities across the country, driving momentum for local reform at the national level.

Momentum to reform fines and fees is growing across the country, and there are a few other efforts to bring this work to the national stage. The Fines and Fees Justice Center is creating a replicable model for state-wide fines and fees reform, which could inform the work of localities participating in the Network. PFM Asset Management is working to provide technical assistance to five counties to reduce or eliminate their reliance on criminal justice fines and fees.

National League of Cities has begun work with six cities to connect their residents who cannot pay various fees, for example utility payments, to financial empowerment services such as financial coaching. Its main concern is to design and implement a new collections model for the city, connecting

residents in debt with services that improve their financial health. The FJP is acting as an advisor on this project and will leverage that relationship to best align with our efforts to maximize impact.

The Financial Justice Action Network differs from these efforts in several ways. First, we are aiming to institute policy changes that change the structure of fines and fees themselves—we are not attempting to facilitate collection. Second, we will create a replicable model of reform, sustained by the expertise of the leadership council formed by the initial five places (and subsequent local leaders who will join). Finally, localities have expressed interest in developing and using a comprehensive fine and fee reform approach that builds momentum across the country. The Financial Justice Project receives many calls each month from cities looking for additional tools and resources, and The Fines and Fees Justice Center does as well. No network or organization has addressed that need, and the anchor organizations included in this proposal have a unique ability to bring a national perspective and local, on-the-ground experience. By working with five localities to create replicable models of reform, this project would be the first to drive momentum for national reform at the local level.

Please describe the organization’s experience and track record pertaining to the project.

Keep this about the work the grant is supporting.

PolicyLink is a national research and action institute advancing racial and economic equity with a focus on advancing an equitable economy, healthy communities of opportunity, and a just society for the 100 million people living in poverty. To this end, PolicyLink has prioritized addressing the disproportionate impact fines and fees have on the financial security and economic mobility of low-income communities and communities of color. In its most recent report on the topic—Ending the Debt Trap: Strategies to Stop the Abuse of Court-Imposed Fines and Fees—PolicyLink developed a policy menu promoting successful strategies at the state and local level. PolicyLink creates impact by Lifting Up What Works®. To promote and scale promising and proven ideas, PolicyLink regularly establishes and convenes initiatives, learning communities, coalitions, and networks, including All-In Cities and its Anti-Displacement Policy Network, the Alliance for Boys and Men of Color, and the Transportation Equity Caucus.

Does this project require the participation of other organizations?

If yes, Please describe who and how and attach a copy of the formal agreement to the Request Documents section below.

PolicyLink will partner with the San Francisco Financial Justice Project and Fines and Fees Justice Center as anchor organizations. They will act as lead faculty for the network cohort, providing technical assistance, including research, best practices, and content-specific knowledge. The Fines and Fees Justice Center will also facilitate connections between localities and key experts, pro bono counsel, academics, law students, etc. Each anchor organization will partner to identify potential candidates for participation in the initiative, co-design the initiative, and share communications responsibilities.

PolicyLink will serve as the project manager for the Network, ensuring that local efforts embed racial equity and leveraging its expertise in designing and executing national networks and cohorts across different equity and policy issue areas.

Please see attached MOU for more details on the anchor organizations’ roles.

Learning and Assessment

Describe how you will monitor the project's progress and evaluate its success, including what indicators serve as measures for your assessment. If you're working with an outside evaluator, please explain.

The anchor organizations will monitor progress through regular one-on-one check-ins with a representative from each local team, and will regularly share progress through issue briefs, reports, and other communications.

Success will be evaluated using several indicators related to the primary objectives of the network:

- 1) Number of localities calling for and pushing for meaningful fine and fee reform
- 2) Number of policy reforms in the area of legal- and/or transportation-related fines and/or fees,
- 3) Local investment sufficient to fund ongoing staff and/or institutions to address fines and fees in network sites beyond the pilot phase, and
- 4) Metrics related to how many people view and/or download the materials created for other localities interested in pushing forward similar reforms.

We may also adopt additional indicators during the design phase (e.g., number of applicants to join the network, number of places calling to request assistance and information, reforms in other places tied to use of the materials, etc.).

What are your plans for sharing the lessons learned, outcomes achieved, or best practices identified?

Sharing lessons learned and best practices is an integral part of this project. Each anchor organization has significant communications capacity and shares best practices through authoring issue briefs, organizing webinars, speaking on local and national panels, authoring op-eds, and garnering earned media. The anchor organizations will share communications responsibilities, and plan to:

- 1) Publish a white paper describing and evaluating the network
- 2) Publish opinion pieces related to lessons learned, opportunities for change in other places, and policy wins
- 3) Speak at conferences and events to share this work with other places
- 4) Share lessons learned and key findings through organizational outlets, including hosting webinars and sharing best practices using social media and organizational newsletters

The anchor organizations will also work with the five selected localities to share lessons learned through the network, and in their local jurisdictions.

How will the project be affected if not fully funded?

If the project is not fully funded, we may not have the staff capacity from PolicyLink or Financial Justice Project to properly staff/participate in the project. We might also need to cut resources given to local teams, which may disincentivize applications and/or full participation and would certainly affect likelihood of impact. Finally, we may not have the ability to convene in-person or conduct site visits.

Total Project Costs

\$1 million (please see project budget for details).

List of Current Project Funders (Secured or expected)

Name of Funder | Most recent or expected total grant amount | Is this a multi-year commitment? | Has this funding been secured/officially awarded? | Start and End date of grant | Term of most recent grant (months) | Annual grant amount from current year

NONE, aside from JPB

FFJC will utilize already funded staff to support this project. If necessary, they will seek additional funds from other sources to support this work.

**Financial Justice Project
Cities and Counties for Fine and Fee Justice Grant Budget**

	Year 1	Year 2	Total
Professional Services	\$ 125,000.00	\$ 125,000.00	\$ 250,000.00
Total	\$ 125,000.00	\$ 125,000.00	\$ 250,000.00

PolicyLink

December 20, 2019

City and County of San Francisco
Attn: Tajel Shah, Chief Assistant Treasurer
City Hall, Room 140
1 Doctor Carlton B. Goodlett Place
San Francisco, California 94102

RE: Grant 00000227 Cities and Counties for Fine and Fee Justice Design and Implementation

Dear Tajel:

It is my pleasure to inform you that PolicyLink has approved a \$250,000 grant to City and County of San Francisco (“Grantee”) to support the charitable activities of the Cities and Counties for Fine and Fee Justice Design and Implementation project as detailed in Appendix A for the period from December 1, 2019 to July 31, 2021 (the “Project”).

We anticipate making a first payment of \$125,000 upon execution of this agreement and receipt of a valid Form W-9 or equivalent. We anticipate making subsequent payments within thirty (30) days of having received and approved required interim grant reports according to the following schedule:

1. Interim grant report due 8/31/2020; \$125,000
2. Final report due 8/31/2021.

This letter is a legally binding agreement (“Agreement”). It will be effective when we receive this Agreement signed by an authorized representative of your organization.

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the grant funds only for the purposes of the Project. Grantee may not make any significant changes in the purposes for which grant funds are spent without PolicyLink’s prior written approval.
2. **Reporting.** To enable PolicyLink to evaluate the effectiveness of this grant, Grantee shall submit to PolicyLink written reports according to the schedule explicated above. The reports shall contain: (1) a description of the progress that Grantee (or, if appropriate, each subgrantee, if any) has made toward achieving the purposes of the Project; (2) copies of any publications resulting from the grant; (3) a financial report explicating the amounts and types of expense (e.g., personnel, travel, etc.) incurred using grant funds during the reporting period; and (4) a report on Grantee’s compliance with the terms of this Agreement. The final report shall outline Grantee’s activities vis-à-vis the Project during

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the entire grant period. PolicyLink expects that the narrative portion of each report (1 and 4) should be one page or less altogether and there is no particular format required for either the narrative or financial portions so long as it substantially fulfills the stipulations of this section.

3. **Recordkeeping.** Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to PolicyLink at reasonable times for review and audit, and shall comply with all reasonable requests of PolicyLink for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to PolicyLink for at least four years after completion of the use of grant funds.
4. **No Earmarking; Grantee Discretion and Control Over Selection of Subgrantee or Contractor.** Grantee retains full discretion and control over the process of selecting any subgrantee or contractor and shall have the unilateral right, independent of PolicyLink, to select any subgrantee or contractor convenient or necessary to carry out the purposes of the grant. PolicyLink has not earmarked grant funds to any particular subgrantee or contractor, and there is no agreement, written or oral, by which PolicyLink may cause Grantee to choose a particular subgrantee or contractor. Grantee shall require any subgrantee to comply with the requirements of Paragraphs 1, 2, 3, 5, 6, 7, 11, and 13 of this Agreement, substituting Grantee for PolicyLink and the subgrantee for Grantee, as applicable. All obligations of Grantee to PolicyLink under this Agreement shall remain in full force and effect for all grant funds, regardless of subgrants.
5. **Lobbying.** No part of this grant may be spent for influencing legislation within the meaning of IRC Section 4911. The preceding prohibition does not prevent Grantee from using grant funds for communications that do not qualify as lobbying under federal tax law, such as communications with legislators that do not refer to specific legislative proposals or that refer to legislation without reflecting a view on it; Grantee may also use grant funds for communications that qualify for any exception to the federal tax law definition of lobbying, such a nonpartisan analysis, study, and research, or responding to certain requests from a legislative or government agency for comments on legislation.
6. **Prohibited Uses.** Grantee shall not use any portion of the grant funds in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or
 - b. Inducing or encouraging violations of law or public policy, or
 - c. Causing any private inurement or improper private benefit to occur.
 - d. If Grantee qualifies or will qualify as a ballot measure committee in California this calendar year or anytime in the next three calendar years, Grantee may not use these grant funds for state or local ballot measure activity in California.
7. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any

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commitment by PolicyLink or by any related person or entity to make any other grant or contribution to Grantee or any other entity, for this or any other project. This grant shall be a separate and independent transaction from any other transaction between PolicyLink and Grantee or any other entity.

8. **Omitted.**

9. **Omitted.**

10. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public in electronic form following such reasonable requirements or procedures as PolicyLink may establish from time to time. Promptly after creation, Grantee agrees to grant to PolicyLink an irrevocable, worldwide, nonexclusive, royalty-free license to publish, in PolicyLink's discretion, any publications, studies, or other intellectual property funded by this grant and to create derivative works therefrom, and Grantee agrees to execute promptly any document or instruments that PolicyLink may reasonably request in order to affect such license, without further consideration.

11. **Grant Announcements.** Grantee shall submit in advance to PolicyLink, for review and revision at the reasonable discretion of PolicyLink, any announcements Grantee intends to make regarding this grant, and any publications referring to this grant Grantee intends to publish, other than in its annual reports or tax returns. PolicyLink may include information on this grant in its periodic public reports.

12. **Terrorist Activity.** Grantee represents and warrants that it does not support or conduct, directly or indirectly, violence or terrorist activity of any kind.

13. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless PolicyLink, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting this grant, in expending or applying grant funds, or in carrying out any project or program to be supported by this grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of PolicyLink, its officers, directors, employees, or agents.]

14. **Prior Communication with PolicyLink Representatives.** Grantee acknowledges that any prior communication regarding this grant between Grantee and PolicyLink representative(s), including but not limited to PolicyLink directors or officers, constituted communications made or received in such individual's capacity as a representative of PolicyLink and not in his or her personal capacity.

15. **Omitted.**

16. **No Agency.** Grantee and not PolicyLink is solely responsible for all activities supported by grant funds, the content of any product created with grant funds, and the manner in

PolicyLink

which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

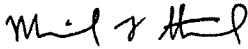
17. **No Waivers.** The failure of PolicyLink to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
18. **Remedies.** Grantee shall immediately repay to PolicyLink any portion of the grant funds which is spent or committed for any purpose other than the purpose for which this grant was made. If PolicyLink in its reasonable discretion determines that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, PolicyLink may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and PolicyLink may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to PolicyLink. PolicyLink may also avail itself of any other remedies available by law. This Agreement may be enforced by PolicyLink by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Grantee acknowledges and agrees that PolicyLink shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.
19. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
20. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
21. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of California and to the jurisdiction of the United States District Court for the Northern District of California and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any California state or U.S. federal court sitting in the City and County of San Francisco, California.
22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

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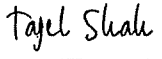
Please state have an authorized officer of Grantee sign this Agreement and return it to PolicyLink.

Please direct all future communications concerning this grant to me. On behalf of PolicyLink's Board and staff, let me express how delighted we are to support City and County of San Francisco and wish you every success.

Sincerely,

DocuSigned by:

D280E1E6E93D4AD...

Accepted on behalf of City and County of San Francisco by:

DocuSigned by:

F45D3F78545F404...

Tajel Shah

TS

December 30, 2019



Appendix A – Scope of the Cities and Counties for Fine and Fee Justice Design and Implementation Project

City and County of San Francisco will participate in the design and implementation of Cities and Counties for Fine and Fee Justice, a national initiative to reform fines and fees and create replicable policy interventions in local jurisdictions across the United States. City and County of San Francisco, through the San Francisco Office of the Treasurer's San Francisco Financial Justice Project, shall undertake the following activities to further the goals of the Project:

- Assist with the recruitment and application process for selecting five localities to participate in a two-year equitable fines and fees learning community.
- Provide feedback on the design of the in-person and online learning sessions.
- Help local teams conduct an assessment of their fines and fees and then help teams work with their communities to assess the impacts, and to craft and execute a reform agenda in each place that is responsive to community needs.
- Provide participants with structured learning opportunities, access to experts and data, research assistance, and technical assistance tailored to the needs of each team.
- Participate in individualized support provided to each locality, such as coaching sessions; research and legislative drafting support; connection to resources; information, and tools; and regular check-in calls per team to assess each team's progress and to identify, understand, and address needs.
- Support the development of a results-driven framework to produce attainable and impactful goals, strategies intended to accomplish those goals, and indicators of progress towards those goals.
- Participate in the evaluation of the network's results and create and disseminate tools, replicable models for reform, and best practices. In a second phase of this project, we will leverage these outputs from the pilot phase to assess the opportunity to scale up to a critical mass of locations with the goal of establishing a self-sustaining network of cities and/or counties dedicated to fines and fees reform.
- Co-disseminate findings from the Project.



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Molly Cohen
DATE: January 31, 2020
SUBJECT: Accept and Expend Resolution for Subject Grant
GRANT TITLE: Cities and Counties for Fine and Fee Justice

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

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

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Molly Cohen Phone: 415-554-4786

Interoffice Mail Address:

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).



February 3, 2020

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and one copy of proposed resolution for Board of Supervisors approval, which retroactively authorizes the Treasurer to accept and expend grant funding from PolicyLink.

The following accompanying documents are included:

- Grant Information Form (including Disability Checklist).
- Grant Budget
- Copy of Grant Application
- Copy of Award Letter
- Completed Ethics Commission Form SFEC-126

Thank you,

A handwritten signature in blue ink, appearing to read "Molly Cohen".

Molly Cohen
Acting Chief of Policy and Communications
(415) 554-4786
Molly.Cohen@sfgov.org

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2020 MAR 12 AM 11:32
BY A handwritten signature in blue ink, appearing to read "JC", written over the "BY" line of the stamp.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #:

200293

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Eric Manke	415-554-4509
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
TTX Office of the Treasurer & Tax Collector	eric.manke@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR PolicyLink	TELEPHONE NUMBER 510-663-2333
STREET ADDRESS (including City, State and Zip Code) 1438 Webster Street Suite 303 Oakland, CA 94612	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 200293
DESCRIPTION OF AMOUNT OF CONTRACT \$250,000		
NATURE OF THE CONTRACT (Please describe) Grant from PolicyLink to the Financial Justice Project to design and implement a national initiative to reform fines and fees and create replicable policy interventions in local jurisdictions across the United States.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Acevedo-Garcia	Dolores	Board of Directors
2	Baron	Richard	Board of Directors
3	Dunn Berry	Sheri	Board of Directors
4	Canada	Geoffrey	Board of Directors
5	Fox	Radhika	Board of Directors
6	Kwoh	Stewart	Board of Directors
7	walsh	Joan	Board of Directors
8	McAfee	Michael	CEO
9	Hassid	Michael	CFO
10	Kirschenbaum	Josh	COO
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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