

File No. 180933

Committee Item No. 8

Board Item No. 8

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 4, 2018

Board of Supervisors Meeting

Date October 14, 2018

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Resolution                                   |
| <input checked="" type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/>            | <input 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 type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input 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 September 28, 2018

Completed by: Linda Wong

Date October 9, 2018

1 [Accept and Expend Grant and Amend the Annual Salary Ordinance - Laura and John Arnold  
2 Foundation - Financial Justice Project - FY2018-2019 - \$415,597]

3 **Ordinance retroactively authorizing the Office of the Treasurer & Tax Collector to**  
4 **accept and expend a grant in the amount of \$415,597 from the Laura and John Arnold**  
5 **Foundation for the Financial Justice Project; and amending Ordinance No. 182-18**  
6 **(Annual Salary Ordinance FY2018-2019) to provide for the creation of one grant funded**  
7 **position.**

8  
9 Be it ordained by the People of the City and County of San Francisco:

10 **Section 1. Findings**

- 11 (a) The City and County of San Francisco is the first in the nation to launch a Financial Justice  
12 Project to assess and reform how fines, fees and tickets disproportionately impact low-  
13 income people;
- 14 (b) Fines, fees and tickets that are beyond a person's ability to pay can push low-income  
15 people deeper into poverty, result in a cascade of unintended consequences for low-  
16 income residents, and are counterproductive sources of revenue.
- 17 (c) The Laura and John Arnold Foundation awarded the Financial Justice Project with  
18 \$415,597 in philanthropic funding to support its efforts to develop a replicable model of  
19 local government-driven fines and fees reform.
- 20 (d) The grant period is from June 1, 2018-May 31, 2020.

21 **Section 2. Authorization to accept and expend grant funds.**

- 22 (a) The Board of Supervisors hereby retroactively authorizes the Office of the Treasurer & Tax  
23 Collector to accept and expend, on behalf of the City and County of San Francisco, funds  
24 from the Laura and John Arnold Foundation in the amount of \$415,597 to support the  
25

1 efforts of the Financial Justice Project to develop a replicable model of local government-  
2 driven fines and fees reform.

3 (b) The award does not require matching funds from the City.

4 (c) The grant does not include any provision for indirect costs.

5 **Section 3. Grant funded positions; Amendment to Fiscal Year 2018-2019 Annual Salary**  
6 **Ordinance.**

7 The hereinafter designated sections and items of Ordinance No. 180575 (Annual  
8 Salary Ordinance FY 2018-2019) are hereby amended to add one (1) position in the Office of  
9 the Treasurer & Tax Collector as follows:

10 Fund: 12250

11 Dept: 232344

12 Project: 10033733

13 Activity: 0001

14 Authority: 10001

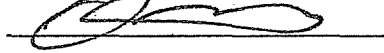
15

Amendment	No. of Positions	Class and Item No	Compensation Schedule	Fiscal Year
Add	1 FTE	1823 Sr. Admin Analyst	\$3,627 - \$4,408 Biweekly	2018-2019

16  
17  
18  
19

1 APPROVED AS TO FORM:

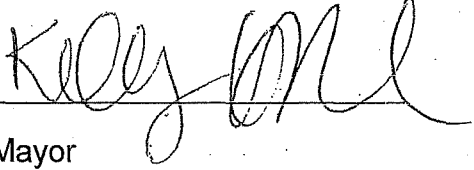
APPROVED AS TO CLASSIFICATION  
DEPARTMENT OF HUMAN RESOURCES:

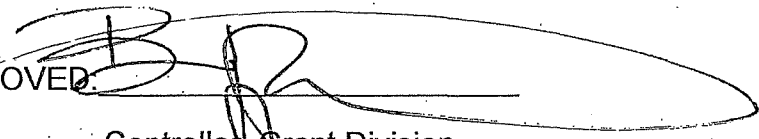
2  
3 By: 

4 Scott Reiber  
5 Deputy City Attorney

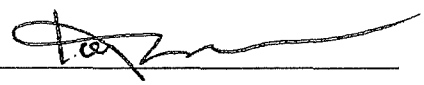
By:  7/30/18

Micki Callahan  
Department of Human Resources

6  
7 APPROVED:   
8 for Mayor

9  
10 APPROVED:   
11 Controller, Grant Division

12  
13 Recommended:

14  
15 

16 Tajel Shah  
17 Chief Assistant Treasurer

File Number: 180933  
(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: The Financial Justice Project
2. Department: Office of the Treasurer & Tax Collector
3. Contact Person: Christa Brown Telephone: (415) 554-5314
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$415,597
6. a. Matching Funds Required: \$0  
b. Source(s) of matching funds (if applicable):
7. a. Grant Source Agency: Laura and John Arnold Foundation  
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary:  
To support the efforts of the Financial Justice Project to develop a replicable model of local government-driven fine and fee reform.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: June 1, 2018 End-Date: May 31, 2020
10. Number of new positions created and funded: 1
11. Explain the disposition of employees once the grant ends? Position is project-based exempt, either the position will be funded by another grant source or eliminated.
12. a. Amount budgeted for contractual services: \$95,661  
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? \$  
b. 2. How was the amount calculated?  
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?

Indirect costs would have been minimal as the Financial Justice Project is currently operational. Similar grants included a 5% indirect cost rate which would result in approximately \$20,000 over two years.

**14.** Any other significant grant requirements or comments:

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

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

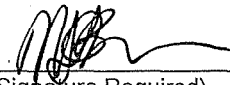
Comments:  
*This is for a staff position only*

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

Nicole Bohn  
(Name)

Director, Mayor's Office on Disability  
(Title)

Date Reviewed: 7/24/2013


  
(Signature Required)

Overall Department Head or Designee Approval:

Tajel Shah  
(Name)

Chief Assistant Treasurer  
(Title)

Date Reviewed: 7/26/2013

  
(Signature Required)



May 22, 2018

Anne Stuhldreher  
Director, Financial Justice Project  
City and County of San Francisco  
1 Carlton B Goodlett Place, Room 140  
San Francisco, California 94102

Dear Ms. Stuhldreher:

It is my pleasure to inform you that the Board of Directors of the Laura and John Arnold Foundation (the "*Foundation*") has authorized a grant to the City and County of San Francisco ("*Grantee*") in the amount of \$415,597.00 (four hundred fifteen thousand five hundred ninety-seven dollars) (the "*Grant*"), payable in installments as set forth below, subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used for the purpose of supporting Grantee's Financial Justice Project ("*FJP*") in its efforts to develop a nonpartisan, replicable model of local government-driven fines and fees reform, with the overall goal of supporting nationwide fines and fees reform and ensuring fairness in the criminal justice system (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. **Charitable Purpose.** Grantee agrees that the Grant will only be used for charitable, educational, and/or scientific purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*"), and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.



2. **Term.** The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on July 15, 2020, unless terminated earlier as provided herein (the "*Term*").
3. **Payment of Grant Funds.** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 8 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay Grantee the Grant in four (4) installment payments as follows (each an "*Installment Payment*" and collectively, the "*Installment Payments*"): (a) the first Installment Payment of \$100,000.00 (one hundred thousand dollars) on or by July 15, 2018, provided that the Foundation has received a fully executed copy of this Agreement from Grantee; (b) the second Installment Payment of \$91,355.00 (ninety-one thousand three hundred fifty-five dollars) on or by December 31, 2018; (c) the third Installment Payment of \$190,000.00 (one hundred ninety thousand dollars) on or by June 15, 2019; and (d) the fourth and final Installment Payment of \$34,242.00 (thirty-four thousand two hundred forty-two dollars) on or by June 15, 2020. All Installment Payments pursuant to this Agreement will be contingent on Grantee's full compliance with the budget and milestones set forth in Exhibits A and B, attached hereto and incorporated herein (the "*Budget and Milestones*"), in a manner satisfactory to the Foundation. The Foundation shall not be obligated to make any Installment Payment if the Foundation determines in its sole discretion that Grantee is not in full compliance with the terms of this Agreement, including the Budget and Milestones. If the Foundation does not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement, including, but not limited to, full compliance with the Budget and Milestones, the Foundation shall not later be obligated to make such Installment Payment, even if Grantee subsequently cures such breach or becomes fully compliant with the Agreement, including, but not limited to, the Budget and Milestones.
4. **Representations and Warranties.** Grantee makes the following representations and warranties:
  - a. Grantee is a governmental unit duly formed, validly existing, and in good standing in the State of California with all governmental power, authority, and permits necessary to carry on its activities, including the Purpose of the Grant.
  - b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a "*Qualifying Grantee*" is an organization which at all times meets the following criteria: (i) it is a charitable organization described in Code Section 501(c)(3), a governmental unit defined in Code Section 170(c)(1), or an integral part of or an instrumentality of a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III

Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status under subsections (i) – (iii) above. Grantee is not aware of any threat or challenge to its status as a Qualifying Grantee. Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.

- c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.
- d. The parties acknowledge that the Foundation will not direct or control Grantee's interactions with any government officials or employees. Grantee agrees that it will advise the Foundation if it or any of its agents engage in activity that could give rise to any disclosure of the Grant or the Foundation under federal, state, or local lobbying disclosure rules and/or campaign finance laws.
- e. Grantee complies with and will continue to comply with all applicable local, state, federal, and foreign laws, statutes, rules, and regulations, as amended from time to time.
- f. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 6 and 7 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.

5. ***Intellectual Property.*** Grantee grants the Foundation a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "*License*") to:

- (i) any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;
- (ii) applications or derivatives of or related to any of the foregoing; and
- (iii) any other intellectual property rights;

that (x) arise or result from Grantee's direct or indirect use of the Grant, or (y) are created by or for Grantee in furtherance of the Purpose (collectively, the "*Grant-Related Intellectual Property*"). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Grant-Related Intellectual Property; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Grant-Related Intellectual Property; and (iii) a limited right to sublicense the Grant-Related Intellectual Property to third-parties either for use by any such third party solely to support the Foundation's non-commercial use of the Grant-Related Intellectual Property, or for non-commercial use by any such third party.

6. **Records.** Grantee will maintain and preserve, as applicable: (i) accurate and complete records of receipts and expenditures made from Grant funds and (ii) all back-up files, papers, software code, instructions, specifications, materials, and documentation relating to, comprising, constituting, and/or necessary for the use of the Grant-Related Intellectual Property during the period covered by Grantee's reporting obligations specified in Section 7 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records. In the event of termination of the Agreement, the Foundation may, in writing, request that Grantee provide the Foundation with such records, and Grantee will provide all such materials to the Foundation within ten (10) business days of the Foundation's written request.

7. **Reporting and Information.**

- a. Grantee will immediately provide the Foundation with: (i) a copy of Grantee's current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee, and (ii) copies of Grantee's financial statements with respect to Grantee's fiscal years ending on June 30, 2018, June 30, 2019, and June 30, 2020, as such documents become available.
- b. Grantee will promptly provide the Foundation with: (i) interim reports on November 30, 2018 and May 15, 2019, and (ii) a final report on May 15, 2020 (each a "*Grant Report*" and collectively, the "*Grant Reports*"). Each Grant Report will include a full, detailed accounting of expenditures of Grant funds, including a confirmation that the funds have been spent exclusively toward the Purpose in accordance with the Budget, as well as a narrative of what was accomplished by the use of such funds during the reporting period (including a description of progress made in fulfilling the Purpose of the Grant and a

confirmation of Grantee's compliance with the terms of this Agreement). Grantee shall also inform the Foundation of any material change in its operating budget and expenses, including, but not limited to, material variations in executive compensation. Grantee also agrees to provide the Foundation with a copy of all materials developed or published using the Grant. Moreover, the Grant Reports shall include any other information requested by the Foundation reasonably in advance of the due date of the relevant Grant Report.

- c. If the Grant funds are not fully expended by Grantee in accordance with the Budget as set forth in Exhibit A, Grantee will disclose this in the Grant Reports, and the Foundation will make a determination about such funds upon receipt of such information, including whether Grantee shall be required to return unspent funds to the Foundation. Grantee may not reallocate any unspent funds and may not spend or retain unspent funds after the Budget end date without prior written approval from the Foundation.
  - d. Grantee will (i) immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee, and (ii) provide the Foundation prompt written notice (1) if any of the events in Section 8 of this Agreement occurs, and (2) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 8 of this Agreement.
8. **Termination.** This Agreement may be terminated by the Foundation if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by the Foundation in its sole discretion:
- a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;
  - b. There is a material change in the purpose, character or method of operation of Grantee, a material change in the leadership of Grantee, or a material change in Grantee's staff responsible for carrying out the Purpose of the Agreement;
  - c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of the Foundation;
  - d. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by the Foundation within the meaning of Code Section 4942(g)(1)(A) or (B);
  - e. Grantee has materially misrepresented to the Foundation its activities or financial condition;

- f. Grantee fails to comply with any of the provisions of this Agreement including, but not limited to, the Budget and Milestones in Exhibits A and B, respectively; or
- g. The Grant or its Purpose does not contribute to the accomplishment of the Grantee's charitable mission as originally anticipated.

The effective date of the Foundation's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by the Foundation to Grantee of the termination, and (b) if so elected by the Foundation, the date on which the event triggering the right of termination occurred. The delay in, or failure of, the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches, or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

- 9. ***Payment Obligation; Return of Funds.*** In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:
  - a. Any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;
  - b. If the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 8(a) or 8(e) of this Agreement, Grantee shall promptly return to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and
  - c. If the Foundation terminates this Agreement pursuant to either Section 8(a) or 8(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.
- 10. ***Indemnity; Liability.*** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees and agents and each of their affiliates (collectively, the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant; (b) the expending of Grant funds furnished pursuant to this Agreement; or (c)

the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

11. **Grant Publicity.** Grantee may release information regarding the Grant (*i.e.*, information mentioning this Agreement, the Foundation, and/or the Grant) provided that at the time of such release Grantee (i) is in compliance with the provisions of this Agreement; (ii) has received **prior written approval** from the Foundation's communications department; and (iii) agrees to furnish the Foundation with copies of any such news releases or other written materials within a reasonable time after such release. Grantee will advise the Foundation immediately if there is any unauthorized release of information. Without further notice to or consent from Grantee, the Foundation may include information about this Agreement and/or Grant, and any photographs, reports, or other published or printed materials provided by Grantee to the Foundation in the Foundation's published reports, website, news releases, and other external communications related to the Foundation. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under any applicable laws or regulations. Moreover, the parties recognize that this Section does not affect Grantee's rights to publish any materials or research funded with this Grant or to release public statements or release information about activities or research funded with this Grant to the extent such materials, research, statements, or information do not mention the Grant, this Agreement, and/or the Foundation.
12. **Gifts.** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic and charitable purposes. Therefore, Grantee agrees that it will not furnish the Foundation or Foundation Parties with any membership, commemorative items, recognition plaques, or gratuities or benefits of any kind.
13. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and shall be performable and enforceable in Harris County, Texas. The sole and exclusive jurisdiction for any dispute arising under or related to this Agreement shall be in the state district courts of Harris County, Texas, and Grantee irrevocably submits in advance to personal jurisdiction in the state district courts of Harris County, Texas.
14. **Entire Agreement.** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of Grantee and the Foundation.

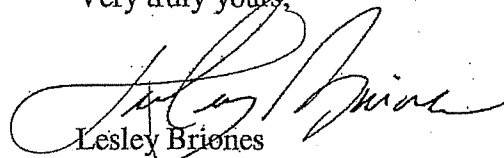
15. **Waiver.** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.
16. **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.
17. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.
18. **No Third Party Rights.** Except as set forth in Section 10 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successors and assigns as permitted hereunder.
19. **Remedies.** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or in equity.
20. **Independent Parties.** This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto. Grantee acknowledges and agrees that it will conduct all activities funded by the Grant in its own name and that Grantee's employees and agents are not, and will not hold themselves out to be, agents or representatives of the Foundation for any purpose.
21. **Survival.** The provisions of Sections 5, 6, 7, 9, and 10 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.
22. **Multiple Counterparts.** This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.
23. **Contact Information.** For information regarding the Grant, please contact:

Laura and John Arnold Foundation  
c/o Raquel Segundo, Grants Management Associate  
3 Columbus Circle, Suite 1601  
New York, NY 10019  
Phone: (212) 430-3632  
E-mail: rsegundo@arnoldfoundation.org

Acknowledgment of Grantee's agreement to the representations, warranties, terms, and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to the Foundation within ten (10) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such ten (10) business days, this Agreement and the Grant are hereby revoked.

We look forward to our Grant assisting your organization in accomplishing its mission and charitable goals.

Very truly yours,



Lesley Briones  
Executive Vice President, Chief Operating  
Officer, and General Counsel

ACCEPTED AND AGREED:

CITY AND COUNTY OF SAN FRANCISCO  
Grantee

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A  
BUDGET**

All Grant spending will commence on the Effective Date and must be concluded by no later than May 1, 2020. The Grant will be used exclusively for the Purpose on the expenditures detailed below. Re-budgeting across Budget line items or between Budget periods is allowed, except where such re-budgeting results from a change in the Purpose of the Grant. Notwithstanding the foregoing, however, Grantee must seek the Foundation's prior written approval for any re-budgeting above 10% for any given Budget line item or for any re-budgeting between Budget periods. Moreover, Grantee must inform the Foundation of any material change in its operating budget and expenses, including but not limited to material variations in executive compensation.

Expense Description	Year 1 Effective Date – 5/31/19	Year 2 6/1/19 – 5/1/20	Total 6/1/18 – 5/1/20	Foundation Funds Applied
<b>Personnel<sup>1</sup></b>				
Anne Stuhldreher, Director (100% FTE)	\$216,000	\$222,480	\$438,480	\$0
Christa Brown, Manager, (100% FTE)	\$151,200	\$155,736	\$306,936	\$306,936
Amanda Kahn Fried, Policy and Communications Manager (8% FTE)	\$15,782	\$16,256	\$32,038	\$0
<i>Personnel Subtotal</i>	\$382,982	\$394,472	\$777,454	
<i>Foundation Funds Applied</i>	\$151,200	\$155,736	\$306,936	\$306,936
<b>Travel</b>				
Director/Manager Trips to 2-4 Conference per Year (\$1,500 per trip)	\$6,000	\$6,000	\$12,000	\$12,000
Other Travel Costs (mileage, parking, etc.)	\$500	\$500	\$1,000	\$1,000
<i>Travel Subtotal</i>	\$6,500	\$6,500	\$13,000	
<i>Foundation Funds Applied</i>	\$6,500	\$6,500	\$13,000	\$13,000
<b>Consultants/Subcontracts</b>				
Publication Design and Formatting (\$700 per report)	\$2,100	\$2,100	\$4,200	\$4,200
Graduate Student Researcher Stipend (2 GSRs, \$7,500 per stipend)	\$7,500	\$7,500	\$15,000	\$15,000
Research, Communications and Facilitation Support (approximately 500 hours of support)	\$39,461	\$37,000	\$76,461	\$76,461
<i>Consultants/Subcontracts Subtotal</i>	\$49,061	\$46,600	\$95,661	
<i>Foundation Funds Applied</i>	\$49,061	\$46,600	\$95,661	\$95,661
<b>Total Project Summary:</b>				
Total Direct Expenses	\$438,543	\$447,572	\$886,115	
Indirect Expenses	\$26,055	\$26,736	\$52,791	
Total Project Expenses	\$464,598	\$474,308	\$938,906	
<b>Total Foundation Funds Summary:</b>				
Total Foundation Direct Expenses	\$206,761	\$208,836	\$415,597	
Total Foundation Indirect Expenses	\$0	\$0	\$0	\$0
<b>Total Foundation Expenses</b>	<b>\$206,761</b>	<b>\$208,836</b>	<b>\$415,597</b>	<b>\$415,597</b>
<b>Total Foundation Funding as a Percent of Total Request</b>	<b>44%</b>	<b>44%</b>	<b>44%</b>	

<sup>1</sup> A 44% fringe rate has been applied to all personnel.

**EXHIBIT B  
MILESTONES**

**Project Background:** Grantee’s FJP was launched in November 2016 as the nation’s first known policy lab within local government dedicated to assessment and nonpartisan reform of fines, fees, and financial penalties that disproportionately impact low-income populations. Grantee has been approached by local government officials across the country who are interested in replicating or adapting FJP’s work to better understand their own jurisdiction’s system of fines and fees. With this Grant, Grantee will develop a nonpartisan, replicable model of local government-driven fines and fees reform by sharing the resources and data gathered in systematic ways that allow other jurisdictions to leverage FJP’s work, and support those jurisdictions’ fines and fees reform efforts as needed.

*All milestones will be completed by Grantee as soon as practicable and in no event later than the deadlines specified below, unless Grantee has received the Foundation’s prior written consent to amend these deadlines.*

Milestone	Deadline
1. Grantee will work with the San Francisco Mayor’s Budget Office to survey each department on their specific fines and fees, flag any fees that could disproportionately impact low-income populations, and explore potential nonpartisan reforms through its countywide budget process (the “ <i>Fines and Fees Survey</i> ”).	July 1, 2018
2. Grantee will present the Fines and Fees Survey findings and recommendations to city and county policymakers and identify potential alternative funding sources where needed.	September 1, 2018
3. Grantee will work with the San Francisco Human Services Agency to create a database that will allow courts and other departments to easily verify an individual’s income, determine whether an individual is currently receiving means-tested benefits, or has been identified as low income by another San Francisco department or program.	September 1, 2018
4. Grantee will work with the San Francisco public defender’s office to conduct research on the frequency of use, financial impact to individuals, and fiscal impact to departments of San Francisco criminal justice fines and fees.	September 1, 2018
5. Grantee will draft and self-publish on FJP’s website an issue brief (the “ <i>Impacts Issue Brief</i> ”) describing its work to eliminate criminal justice fines and fees, including an explanation of its methodology for gathering data on criminal justice fees in order to understand revenue implications and individual impacts, and recommendations for nonpartisan statewide reforms. The Impacts Issue Brief will be distributed nationally by at least five (5) nonprofit organizations and media outlets.	September 1, 2018

Milestone	Deadline
6. Grantee will work with the San Francisco Mayor's Budget Office to advance nonpartisan reforms for those fines and fees identified as part of the Fines and Fees Survey.	September 2018
7. Grantee will submit the interim Grant report to the Foundation, as required by Section 7(b)(i).	November 30, 2018
8. Grantee will work with the San Francisco Superior Court to develop and pilot uniform standards that base fines and fees on ability to pay (the "Ability to Pay Standards"). The Ability to Pay Standards will offer eligibility guidelines to judges (including recommended reductions to fines and fees), transparency to individuals, and streamlined fines and fees administration. 9. To promote the Ability to Pay Standards, Grantee will develop posters, forms, web content and other public-facing resources in collaboration with the San Francisco Superior Court.	December 31, 2018
10. Grantee will develop and implement a systematic way to conduct future reviews using the Fines and Fees Survey, either through Grantee's budget process or through other city and county processes.	January 1, 2019
11. Grantee will develop a case study on lessons learned from the FJP's first year, and a nonpartisan guide for other cities or counties interested in fines and fees reform. The case study will be self-published on FJP's website and distributed nationally by at least five (5) nonprofit organizations and media outlets.	February 1, 2019
12. Grantee will hold a nonpartisan convening to educate the key stakeholders about opportunities to support statewide fines and fees reform.	March 1, 2019
13. Grantee will draft and self-publish on Grantee's website an issue brief (the "Survey Issue Brief") that describes the methodology, findings, analysis, and implementation recommendations from the Fines and Fees Survey. To help other cities and counties conduct their own surveys, Grantee will promote and disseminate the Survey Issue Brief through outlets such as webinars, blog posts, and presentations to city and county policymakers.	April 1, 2019
14. Grantee will submit the interim Grant report to the Foundation, as required by Section 7(b)(i).	May 15, 2019
15. Grantee will work with city and county departments and courts to implement and refine, as needed, the Ability to Pay Standards.	December 1, 2019

Milestone	Deadline
16. Grantee will draft and self-publish on Grantee's website an issue brief summarizing challenges and solutions to developing the Ability to Pay Standards (the "Ability to Pay Standards Issue Brief"), and will promote the Ability to Pay Standards Issue Brief through earned media and op-eds/op-charts containing links to all materials developed in partnership with city and county courts and other departments.	December 1, 2019
17. Grantee will conduct research on best practices and alternatives to fines and fees utilized in other state systems or jurisdictions.	April 1, 2020
18. Grantee will support fines and fees reform efforts by other cities and county departments across the country through regular meetings, sharing data, and assisting in implementation processes. Additionally, Grantee will share lessons learned through participation in webinars, blog posts, op-eds/op-charts, videos, and presentations.	Ongoing through May 1, 2020
19. Grantee will submit the final Grant report to the Foundation, as required by Section 7(b)(ii).	May 15, 2020

**PROPOSAL TO THE LAURA AND JOHN ARNOLD FOUNDATION  
THE FINANCIAL JUSTICE PROJECT, OFFICE OF THE TREASURER, CITY AND COUNTY OF SAN  
FRANCISCO**

**I. PURPOSE:**

This proposal will support development of a replicable model of local government–driven fines and fees reform. The City and County of San Francisco’s Financial Justice Project (FJP) was launched in November 2016 as the nation’s first known policy lab within local government dedicated to assess and reform fines, fees, and financial penalties that disproportionately impact low-income people and are counterproductive sources of public revenue. The funding requested will support 1) further development, testing, and implementation of local reforms and 2) creation of tools for other cities and counties to advance similar reforms, in ways that are impactful and feasible.

**II. PROJECT:**

Building on the early successes of FJP’s first year, the proposed two-year project would support the following objectives:

1. **Review City and County Fines and Fees.** Conduct a countywide review of fines and fees to drive reforms and share methodology with other counties.
2. **Develop Ability to Pay Standards and Processes.** Create the nation’s first countywide ability to pay standards and processes to allow county departments and courts to base fines and fees on ability to pay.
3. **Reform Local Fines and Fees.** Reform at least thirty fines, fees, and financial penalties that disproportionately impact low-income people. Depending on the fine/fee, reforms could include eliminating high pain/low gain fines and fees; basing them on ability to pay; or offering nonmonetary pathways to accountability.
4. **Spread Reform.** Make the case for reform to other cities and counties and create and share resources to help them.

**1. CITY AND COUNTYWIDE FINE AND FEE REVIEW:**

Over the past year, we have generated significant buy in from the mayor’s office, departments, courts, and our Board of Supervisors. While we are advancing a broad spectrum of reforms, fines and fees exist throughout a variety of city and county departments that have not yet been uncovered that may have adverse impacts for lower income people and that are counterproductive sources of revenue. These include user fees, tickets and financial penalties assessed through departmental policies and various legislative codes. In order to address fines and fees comprehensively, FJP is partnering with the Mayor’s Budget Office, which has budget authority over all county departments, to survey each department on their specific fines and fees, flag any fees that could disproportionately impact low income people, and explore potential reforms through our countywide budget process. FJP will collect data about numbers of tickets, issued; revenue that is collected, outstanding and delinquent, and examine cost of

collections. Through partnering with the Mayor's Budget Office, FJP has an opportunity to both embed this review into the city's budget process so that it happens on a biannual basis. The Mayor's Budget Office also has the power to address any revenue losses departments may face through these reforms. FJP is often asked by other cities and counties about what data we examine and how we collect it and use it to drive reforms. FJP is already getting requests to share how we are conducting this fine and fee review. Through this grant, FJP plans to share our methodology and results with other counties and cities.

**Deliverables:**

- Develop and conduct a survey of the fines, fees and financial penalties assessed by every city and county department in partnership with the Mayor's Budget Office. By 7/1/18
- Present findings and recommendations to key city and county policy makers to drive reforms, and identify alternative funding sources where needed and if possible. By 9/1/18
- Develop and implement a systematic way to conduct these reviews on a regular basis, whether through the budget process or through other city and county processes. By 1/1/19
- Publish an issue brief that summarizes our methodology, findings, analysis, and recommendations for how other cities and counties can conduct their own fine and fee review. By 4/1/19
- Share what we learn with other cities and counties through outlets such as webinars, blog posts, and presentations. By 5/30/20

**2. ABILITY TO PAY STANDARDS AND PROCESSES:**

Over the course of the last year, several city and county departments, as well as the courts, have expressed interest in offering fine and fee discounts, reductions, or alternative processes for individuals who are low income, but have struggled with the implementation barriers. As stated earlier, we have begun working with the courts and several city and county departments, including the MTA, the Public Utilities Commission, Recreation and Parks, and others to determine what shared resources we can create to make it easier for county institutions to base fines and fees on ability to pay. We have started to work with departments and the courts in three areas: 1.) Determining income and eligibility thresholds 2.) Identifying ways, including creating a countywide income verification database, for departments to easily verify an individual's income that is accessible and simple both for the department and the individual, and 3.) Creating corresponding discounts and alternatives, and processes. Although various court systems throughout the country have implemented Ability to Pay processes and standards, we believe we will be the first locality to develop and use ability to pay standards, processes, and income verification resources across a range of city and county departments and the courts.

**Deliverables:**

- Countywide, work with interested departments and the courts to develop ability to pay eligibility guidelines and standardized reductions, with input and collaboration from community advocates. By 12/1/18
- Work with the San Francisco Superior Court to develop and pilot Ability to Pay processes that offer guidelines to judges, recommended fine/fee reductions, and are straightforward to administer and easy to access for individuals. Develop posters, forms, web content and other public-facing resources in collaboration with the court. By 9/1/18
- Develop countywide resources that departments and courts can use to verify people's incomes. We are partnering with our Human Services Agency to create a tool that allows courts and other departments to "look up" if someone is receiving means tested benefits or has been identified as low income by another SF department or program. Through their current programs, the San Francisco Human Services Agency has existing income verification data on 225,000 of San Francisco's 895,000 residents. By 9/1/18
- Share all draft ability to pay guidelines, standards, and income verification processes with the Arnold Foundation before they are finalized, for their input and guidance. Continuously and through 5/30/20
- Work with departments and courts to adopt, use, and refine ability to pay processes By 12/1/19
- Author an issue brief summarizing our challenges and solutions to develop and implement Ability to Pay standards and processes and include links to all materials we develop in partnership with courts and other departments. By 12/1/19
- Promote our learnings and actions and the promise of Ability to Pay through earned media and our own op-eds/op-charts By 5/30/20

### 3. FINE AND FEE REFORM

FJP aims to eliminate all criminal justice fines and fees that we control at the county level and are obstacles to re-entry, particularly costly, and routinely go unpaid. There are approximately twelve criminal justice fees we control at the local level are the ones where 100% of the revenue collected goes to the City and County, as opposed to the state or the courts. We also plan to get rid of our fees for electronic monitoring. FJP also aims to reform at least thirty fines/fees/financial penalties so that consequences hold people accountable, but do not place an inequitable burden on low-income people or people of color. These reforms could include: elimination of various fines and fees, basing them on ability to pay, creating accessible payment plan or community service options, or offering alternative non-monetary consequences (such as requiring people to receive a specified number of hours of social services).

#### Deliverables:

- Conduct research and analysis on frequency of use, the financial impact to individuals, and the fiscal impact to departments of San Francisco criminal justice fees. Additional research on criminal justice fines and fees will be conducted in partnership with the public defender's office. By 9/1/18
- Conduct research on best practices and alternatives utilized in other systems or jurisdictions as sources of guidance for reform. By 4/1/20
- Work with the Mayor's Budget Office to identify problematic fines and fees, and advance reforms through the mayor's annual budget process. By 9/1/18 and 9/1/19
- Work with city and county departments to either eliminate or reform their fines and fees, through meeting regularly, sharing data, and assisting in implementation processes. By 4/1/20

#### 4. SPREAD REFORM TO OTHER CITIES AND COUNTIES

Over the course of the last year, FJP has been approached by more than a dozen local government officials across the country interested in replicating or adapting this work to better understand their local jurisdiction's fines and fees. They have expressed interest in understanding FJP's processes for identifying fine/fee community pain points, gathering data, and facilitating solution-oriented conversations to drive reforms. FJP also gets a lot of questions about the substance of the reforms and requests to share materials, forms, and other tools. FJP is committed to sharing the resources and data gathered in systematic ways that allow other jurisdictions to leverage the work, and to provide proactive and supportive technical assistance where necessary.

##### Deliverables:

- Share expertise with other cities and counties as requested and through webinars, blog posts, and presentations By 5/1/20
- Disseminate lessons learned through earned media and FJP-authored op-eds/op charts, and videos. By 5/1/20
- Write an issue brief on our work to eliminate criminal justice fees, challenging other California counties to advance similar reforms. Issue brief would explain how criminal justice fees are high pain (harm individuals and create barriers to re-entry) and low gain (bring in very little revenue), and make the business case to other counties. Outline our methodology for gathering data on these criminal justice fees to understand revenue implications and burdens on families, and include recommendations for statewide reforms. By 9/1/18
- Develop a case study on lessons learned from the first year of FJP and a "how to" guide for other cities/counties that want to take on fine and fee reform. By 2/1/19
- Build out a toolkit of materials and forms that other jurisdictions can use and adapt. By 2/1/19



- Work with California philanthropic funders who have approached us to hold a convening to inform the funding community about opportunities to support fine and fee reform; and get work started in other cities and counties throughout California. By 3/1/19

### III. IMPORTANCE

Local governments increasingly rely on steep fines and financial penalties to fund their operations. Most cities and counties across the country have not pursued reforms for a variety of reasons. Often times, local leaders are unaware of the human toll of excessive fines and fees—pushing people into poverty—or that their own departments and policies are driving many of the problems. They have not considered that excessive fines and fees that exceed people’s ability to pay them are a “lose-lose,” for government and for people, and better solutions exist. Other times, leadership is fragmented between cities, counties, and courts, department leaders often do not talk to each other, and there is little coordination and leadership from the top. Furthermore, the state, court, and local legal codes governing fines and fees are complicated for local leaders to understand and navigate. Another challenge is that local officials lack knowledge of the problem and do not have adequate data that illuminates the human and revenue consequences of the status quo.

To our knowledge, San Francisco is the first city/county in the nation to launch a Financial Justice Project within government to assess and reform how fines and fees impact our city’s most vulnerable residents. The demand for assistance and information based on FJP’s experiences is high: FJP has been inundated with requests from dozens of local leaders across the state and country who are looking to replicate and adapt FJP’s work to better understand and reform the fine and fee landscape in their own jurisdictions. FJP hopes to assist scaling this model of reform—housed in and driven by local government—to other localities.

### IV. RISK

FJP and the San Francisco Treasurer’s Office do not control key partners: the City and County departments and Courts. The strong history of collaboration in this area and others has created a foundation of trust we can build upon. José Cisneros has been in office for 13 years, has a strong record of leading similar reform efforts, and is deeply committed to this work., as are the Senior Staff of the department.

It can be hard to change bureaucratic processes and alter the status quo. To mitigate this risk, we work with the departments as they begin to implement changes. We help them change forms and internal procedures to ensure that the reforms are indeed implemented. We don’t stop collaborating with them after we have jointly developed recommendations for reform. We continue working with departments to implement and refine the reforms.

We also anticipate the swearing in of a new San Francisco mayor in June 2018, after the unexpected passing of Mayor Ed Lee in December 2017. Mayor Ed Lee was very supportive of

our efforts, and Mark Farrell, the “care taker” mayor that will be in place until June is equally supportive. We already know and work with the three leading candidates for the mayoral election in June who are very supportive of our work. Also, all of the elected Board of Supervisors have been supportive of our work and we have a good working relationship with the courts, who are independent of our city and county.

Finally, we hope to seed fine and fee reform efforts with other cities and counties, also not within the project’s control. To mitigate this risk, FJP will make the case for reform to other cities and counties and create and share resources to help them succeed, building on strong interest already demonstrated by cities and counties.

#### **V. NEXT STEPS:**

After the grant period, we will continue our work to assess and reform fees and fines that disproportionately impact low-income people. The Treasurer’s Office has a history of receiving philanthropic funds in the startup years of a program or initiative, and the work is eventually supported by public funds once it gains traction. We anticipate that the nature of our work will evolve over time. We plan to continue to innovate, provide a testing ground for new reforms, share what we learn and do with other counties, and partner with others to push for broader changes at the statewide level.

#### **VI. TEAM**

The FJP team is well positioned to execute this plan successfully, as demonstrated by the team’s capacity and successful track record.

The Financial Justice Project is housed in the Office of the San Francisco Treasurer, the entity in charge of revenue collection for the City and County and headed by elected Treasurer José Cisneros. This unique positioning as a “revenue department” within local government allows us to have “government to government” discussions with other local and state policymakers that advocates cannot have. The Treasurer has a long history of harnessing the power of the Office to help working poor San Franciscans, and create initiatives that are widely replicated throughout the nation. With years of experience helping other cities and counties adopt reforms initiated here, the team has also worked with national intermediaries to support cohorts of cities who work together on common challenges or advance reforms piloted in San Francisco.

The FJP’s track record also demonstrates capacity to achieve the goals of the proposed project. In its first year, FJP launched the San Francisco Fines and Fees Task Force with participation from the courts, city and county departments, and legal service providers and community advocates. FJP collected and analyzed data, shared research, and heard from experts across the country, community advocates, and impacted individuals about of the impact of fines, fees and financial penalties. Based on these findings, FJP collaboratively developed and published recommendations for reform. San Francisco has implemented many reforms and are in the process of developing and implementing others in six areas: traffic court reforms and driver’s

license suspensions; transportation fines and fees; quality of life citations; criminal justice fines and fees; child support debt owed to the government; and money bail.

Anne Stuhldreher directs FJP. Anne has a distinguished track record of working with public officials to create public private partnerships that financially empower lower income residents. Anne served as Senior Policy Advisor to Governor Arnold Schwarzenegger and First Lady Maria Shriver. She was also the Senior Program Officer for the California Endowment, a statewide philanthropic foundation. She has advised a wide range of elected officials, financial institutions, and community organizations. Formerly, Ms. Stuhldreher worked at the Ford Foundation, and was the Associate Director of Opportunity Fund, a Community Development Financial Institution in Northern California. Ms. Stuhldreher also authors op-eds and articles in outlets such as the *Washington Post*, *Los Angeles Times*, *San Francisco Chronicle*, and the *Sacramento Bee*. She is former reporter and currently a fellow at New America.

**EXHIBIT A  
BUDGET**

All Grant spending will commence on the Effective Date and must be concluded by no later than May 1, 2020. The Grant will be used exclusively for the Purpose on the expenditures detailed below. Re-budgeting across Budget line items or between Budget periods is allowed, except where such re-budgeting results from a change in the Purpose of the Grant. Notwithstanding the foregoing, however, Grantee must seek the Foundation's prior written approval for any re-budgeting above 10% for any given Budget line item or for any re-budgeting between Budget periods. Moreover, Grantee must inform the Foundation of any material change in its operating budget and expenses, including but not limited to material variations in executive compensation.

Expense Description	Year 1 Effective Date 5/31/19	Year 2 6/1/19- 5/1/20	Total 6/1/18- 5/1/20	Foundation Funds Applied
<b>Personnel<sup>1</sup></b>				
0923 Financial Justice Project Director	\$ 216,000	\$ 222,480	\$ 438,480	\$ -
1823 Financial Justice Project Replication & Implementation Manager*	\$ 151,200	\$ 155,736	\$ 306,936	\$ 306,936
1823 Financial Justice Project Sr. Analyst	\$ 151,200	\$ 155,736	\$ 306,936	\$ -
0933 Treasurer & Tax Collector Policy & Communications Manager (8% FTE)	\$ 15,782	\$ 16,256	\$ 32,038	\$ -
<i>Personnel Subtotal</i>	\$ 534,182	\$ 550,208		\$ 306,936
<b>Foundation Funds Applied</b>	\$ 151,200	\$ 155,736	\$ 1,084,390	\$ 306,936
<b>Travel</b>				
Director/Manager Trips to 2-4 Conferences per Year (\$1,500 per trip)	\$ 6,000	\$ 6,000	\$ 12,000	\$ 12,000
Other Travel Costs (mileage, parking, etc.)	\$ 500	\$ 500	\$ 1,000	\$ 1,000
<i>Travel Subtotal</i>	\$ 6,500	\$ 6,500	\$ 13,000	\$ 13,000
<b>Foundation Funds Applied</b>	\$ 6,500	\$ 6,500	\$ 13,000	\$ 13,000
<b>Consultants/Subcontracts</b>				
Publication Design and Formatting (\$700 per report)	\$ 2,100	\$ 2,100	\$ 4,200	\$ 4,200
Graduate Student Researcher Stipend (2 GSRs, \$7500 per stipend)	\$ 7,500	\$ 7,500	\$ 15,000	\$ 15,000
Research, Communications and Facilitation Support (approximately 500 hours of support)	\$ 39,461	\$ 37,000	\$ 76,461	\$ 76,461
<i>Consultant/Subcontracts Subtotal</i>	\$ 49,061	\$ 46,600	\$ 95,661	\$ 95,661
<b>Foundation Funds Applied</b>	\$ 49,061	\$ 46,600	\$ 95,661	\$ 95,661
<b>Total Project Summary</b>				
Total Direct Expenses	\$ 589,743	\$ 603,308	\$ 1,193,051	
Indirect Expenses	\$ 35,385	\$ 36,198.48	\$ 71,583	
<b>Total Project Expenses</b>	\$ 625,128	\$ 639,506	\$ 1,264,634	
<b>Total Foundation Funds Summary</b>				
Total Foundation Direct Expenses	\$ 206,761	\$ 208,836	\$ 415,597	\$ 415,597
Total Foundation Indirect Expenses	\$ -	\$ -	\$ -	\$ -
<b>Total Foundation Expenses</b>	\$ 206,761	\$ 208,836	\$ 415,597	\$ 415,597
<b>Total Foundation Funding as a Percent of Total Request</b>	33%	33%	33%	

<sup>1</sup>A 44% fringe rate has been applied to all personnel

\*New position

Print Form

RECEIVED  
9/25/2018 @ 6:06pm  
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# Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp  
or meeting date

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 [ ] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Topic 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 the Imperative Form.**

Sponsor(s):

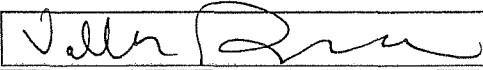
Vallie Brown

Subject:

Accept and Expend Grant - Laura and John Arnold Foundation to support the Financial Justice --\$415,597- Amend the Annual Salary Ordinance

The text is listed:

Ordinance retroactively authorizing the Office of the Treasurer & Tax Collector to accept and expend a grant in the amount of \$415,597 from Laura and John Arnold Foundation for the Financial Justice Project; and amending Ordinance No. 180575 (Annual Salary Ordinance FY 2018-2019) to provide for the creation of one grant funded position.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only

