

File No. 210742

Committee Item No. 12

Board Item No. 2

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 8, 2021

Board of Supervisors Meeting

Date September 21, 2021

### Cmte Board

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- Public Correspondence

### OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date August 31, 2021

Completed by: Linda Wong

Date September 10, 2021

1 [Accept and Expend Grant - Retroactive - John D. and Catherine T. MacArthur Foundation -  
2 Safety and Justice Challenge - Amendment to the Annual Salary Ordinance for FYs 2020-  
3 2021 and 2021-2022 - \$2,000,000]

3

4

**Ordinance retroactively authorizing the Office of the District Attorney to accept and  
5 expend a grant in the amount of \$2,000,000 from the John D. and Catherine T.**

6

**MacArthur Foundation to support San Francisco’s participation as an implementation  
7 site in the Safety and Justice Challenge, and amending Ordinance No. 166-20 (Annual**

8

**Salary Ordinance File No. 200568 for Fiscal Years (FYs) 2020-2021 and 2021-2022) to  
9 provide for the addition of one grant funded Class 1824 Principal Administrative**

10

**Analyst position (FTE 1.0) at the Office of the District Attorney for the period of January  
11 1, 2021, through December 31, 2022.**

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

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

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**Section 1. Findings.**

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(1) The Office of the District Attorney, partnered with San Francisco Superior Court,  
20 Sheriff’s Office, Adult Probation Department, Public Defender’s Office, Department of Public  
21 Health, Police Department, Department of Homelessness and Supportive Housing and  
22 Department of Children, Youth, and Their Families, for the “Safety and Justice Challenge” and  
23 was awarded \$2,000,000 by the John D. and Catherine T. MacArthur Foundation (hereafter  
24 “MacArthur Foundation”).

25

(a) The award period is from January 1, 2021 to December 31, 2022.

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

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

4 (a) The Board of Supervisors hereby authorizes the Office of the District Attorney to  
5 accept and expend, on behalf of the City and County of San Francisco, MacArthur Foundation  
6 grant funds in the amount of \$2,000,000 to 1) lead with race by launching new activities and  
7 centering all strategies around disparities reduction; 2) sustain a shared focus on the in-  
8 custody population through enhancement to the Jail Population Review; 3) improve case  
9 processing; 4) increase healthy connections; and 5) drive with data using tools that enhance  
10 partners' ability to sustain jail reductions.

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

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

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19 **Section 3. Grant funded positions; Amendment to Fiscal Years 2020-2021, and 2021-**  
20 **2022-Annual Salary Ordinance.**

21 The hereinafter designated sections and items of Ordinance No. 166-20 (Annual Salary  
22 Ordinance File No. 200568 for FYs 2020-2021, and 2021-2022) are hereby amended so that  
23 the same shall read as follows:

24 Department: DAT (229313) District Attorney

25 Program: Safety and Justice Challenge

1 Fund: 13730

2 Project ID: 10037083

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<b>Amendment</b>	<b>No. of Positions</b>	<b>Class</b>	<b>Compensation Schedule</b>	<b>Department</b>
Add in FY2020-2021	0.08 FTE	1824 Principal Administrative Analyst	\$4,498 - \$5,468 Biweekly	DAT
Add in FY2021-2022	1.0 FTE	1824 Principal Administrative Analyst	\$4,498 - \$5,468 Biweekly	DAT

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1 APPROVED AS TO FORM:  
2 DENNIS J. HERRERA, City Attorney

APPROVED AS TO CLASSIFICATION  
DEPARTMENT OF HUMAN RESOURCES:

3  
4 By:  /s/ \_\_\_\_\_  
5 Sarah Crowley  
6 Deputy City Attorney

By:  /s/ \_\_\_\_\_  
Carol Isen  
Human Resources Director

7  
8  
9 APPROVED:  /s/ \_\_\_\_\_  
10 London N. Breed  
11 Mayor

12  
13 APPROVED:  /s/ \_\_\_\_\_  
14 Ben Rosenfield  
15 Controller

16  
17 RECOMMENDED:  
18  
19  /s/ \_\_\_\_\_  
20 Chesa Boudin  
21 District Attorney

22  
23  
24  
25

## **LEGISLATIVE DIGEST**

[Accept and Expend Grant - Retroactive - John D. and Catherine T. MacArthur Foundation - Safety and Justice Challenge - Amendment to the Annual Salary Ordinance for FYs 2020-2021 and 2021-2022 - \$2,000,000]

**Ordinance retroactively authorizing the Office of the District Attorney to accept and expend a grant in the amount of \$2,000,000 from the John D. and Catherine T. MacArthur Foundation to support San Francisco's participation as an implementation site in the Safety and Justice Challenge, and amending Ordinance No. 166-20 (Annual Salary Ordinance File No. 200568 for Fiscal Years (FYs) 2020-2021 and 2021-2022) to provide for the addition of one grant funded Class 1824 Principal Administrative Analyst position (FTE 1.0) at the Office of the District Attorney for the period of January 1, 2021, through December 31, 2022.**

### **Background Information**

The Safety and Justice Challenge uses evidence-based strategies to increase the use of alternatives to incarceration, and change criminal justice practices that disproportionately disadvantage people of color, low-income communities, and people with behavioral health needs. The Safety and Justice Challenge is a collaborative effort among the Office of the District Attorney, the Superior Court, the Sheriff's Office, the Adult Probation Department, the Public Defender's Office, the Department of Public Health, the Police Department, the Department of Homelessness and Supportive Housing, and the Department of Children, Youth, and Their Families. The Office of the District Attorney received a \$2,000,000 grant from the John D. and Catherine t. MacArthur Foundation to support this work in 2018, and is now seeking to accept and expend a second \$2,000,000 grant from the MacArthur Foundation.

### **Proposed Ordinance**

The proposed ordinance retroactively authorizes the District Attorney to accept and expend a \$2,000,000 grant from the John D. and Catherine t. MacArthur Foundation to support the Safety and Justice Challenge. The grant term is January 1, 2021, through December 31, 2022. The grant does not include a provision for indirect costs. The grant funds will be used to pay for staff salaries in the office of the District Attorney.

Pursuant to Administrative Code §10.170-1(b), the ordinance also amends the Annual Salary Ordinances for FYs 2020-2021 and 2021-2022 to reflect the addition of one grant funded Class 8124 Principal Administrative Analyst position (FTE .08 for FY 2020-2021, and FTE 1.0 for FY 2021-2022).

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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: **Safety and Justice Challenge**
2. Department: **Office of the District Attorney**
3. Contact Person: **Lorna Garrido** Telephone: **(628) 652-4035**
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$2,000,000.00**
6. a. Matching Funds Required: **n/a**  
b. Source(s) of matching funds (if applicable): **n/a**
7. a. Grant Source Agency: **The John D. and Catherine T. MacArthur Foundation**  
b. Grant Pass-Through Agency (if applicable): **n/a**
8. Proposed Grant Project Summary:  
**To support San Francisco's participation as an implementation site in the Safety and Justice Challenge, the John D. and Catherine T. MacArthur Foundation's criminal justice reform initiative to reduce over-incarceration by changing the way America thinks about and uses jails. The Office of the District Attorney in collaboration with the San Francisco Superior Court, Sheriff's Office, Adult Probation Department, Public Defender's Office, Department of Public Health, Police Department, Department of Homelessness and Supportive Housing and Department of Children, Youth, and Their Families to implement five refined strategies to address racial disparities and maintain reduction in the jail population: 1) lead with race by launching new activities and centering all strategies around disparities reduction; 2) sustain a shared focus on the in-custody population through enhancement to the Jail Population Review; 3) improve case processing; 4) increase healthy connections; and 5) drive with data using tools that enhance partners' ability to sustain jail reductions.**
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: **January 1, 2021**                      End-Date: **December 31, 2022**
10. Number of new positions created and funded: **One (1) new position**
11. Explain the disposition of employees once the grant ends? **Positions shall be coded "G" grant funded and only exist during the duration of this grant program.**
12. a. Amount budgeted for contractual services: **Professional services for Fellowship Program \$300,000, Disparities Reduction Training and TA \$67,500, Case Processing Training and TA \$30,000; Disparities Reduction Program Investment \$100,000 through city grant programs.**  
b. Will contractual services be put out to bid? **Yes, contracted services will be put out to bid, or**

**will rely on qualified lists generated by other departments competitive bid processes that we are eligible to use and match the service needs.**

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 request based on this time-limited grant**

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? **If calculated at 10% of the personnel costs, the indirect cost for this program would have been \$146,120.**

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. These requirements include, but are not limited to:

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

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

Comments:

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

Jessica Geiger

(Name)

Facilities Manager

(Title)

Date Reviewed: 06/01/2021

Jessica Geiger Digitally signed by Jessica Geier  
Date: 2021.06.01 09:45:40 -0700

(Signature Required)



Overall Department Head or Designee Approval:

Eugene Clendinen  
(Name)

Chief Administrative & Financial Officer  
(Title)

Date Reviewed: 05/28/2021

Eugene Clendinen  
Digitally signed by Eugene Clendinen  
Date: 2021.05.28 16:00:56 -0700  
(Signature Required)



**Budget: City and County of San Francisco Renewal Application**

Cost Category		Year 1	Year 2	Total
<b>I. Personnel</b>		<b>\$ 605,893</b>	<b>\$ 855,311</b>	<b>\$ 1,461,204</b>
DAT	1824 Principal Administrative Analyst- SJC Project Director 1.0 FTE	\$ 133,325	\$ 144,902	\$ 278,227
DAT	1824 Principal Administrative Analyst- Fringe Benefits	\$ 55,579	\$ 60,405	\$ 115,984
DAT	8133 Victim/Witness Investigator III-Mental Health Diversion Planner 1.0 FTE*	\$ 74,137	\$ 115,566	\$ 189,703
DAT	8133 Victim/Witness Investigator III-Fringe Benefits	\$ 32,991	\$ 51,427	\$ 84,418
PDR	8177 Criminal Defense Attorney 0.25 FTE	\$ 32,749	\$ 34,735	\$ 67,484
PDR	8177 Criminal Defense Attorney-Fringe Benefits	\$ 15,294	\$ 16,221	\$ 31,515
DPH	2932 Behavioral Health Clinician 1.0 FTE*	\$ 63,410	\$ 102,865	\$ 166,275
DPH	2932 Behavioral Health Clinician- Fringe Benefits	\$ 11,852	\$ 19,226	\$ 31,078
SHF	1823 Senior Administrative Analyst- Jail Population Analyst 1.0 FTE*	\$ 69,564	\$ 113,847	\$ 183,411
SHF	1823 Senior Administrative Analyst- Fringe Benefits	\$ 26,782	\$ 51,427	\$ 78,209
COURT	Administrative Analyst III- Criminal Case Analyst 1.0 FTE*	\$ 69,392	\$ 111,300	\$ 180,692
COURT	Administrative Analyst III- Fringe Benefits	\$ 20,818	\$ 33,390	\$ 54,208
<b>II. Professional Services</b>		<b>\$ 199,500</b>	<b>\$ 312,000</b>	<b>\$ 511,500</b>
DAT	Stipends for Graduate Interns	\$ 7,000	\$ 7,000	\$ 14,000
CCSF	Fellowship Program	\$ 100,000	\$ 200,000	\$ 300,000
CCSF	Disparities Reduction Training and TA	\$ 22,500	\$ 45,000	\$ 67,500
CCSF	Case Processing Training and TA	\$ 20,000	\$ 10,000	\$ 30,000
CCSF	Disparities Reduction Program Investment	\$ 50,000	\$ 50,000	\$ 100,000
<b>III. Data Enhancements (e.g., IT system improvements, technology, staff)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>IV. Equipment and Hardware</b>		<b>\$ 2,200</b>	<b>\$ 1,096</b>	<b>\$ 3,296</b>
CCSF	Computers and Software for Staff	\$ 2,200	\$ 1,096	\$ 3,296
<b>V. Travel (e.g., airfare, hotel accommodations, food and incidentals)</b>		<b>\$ 8,000</b>	<b>\$ 16,000</b>	<b>\$ 24,000</b>
CCSF	SJC Network Meetings	\$ 8,000	\$ 16,000	\$ 24,000
<b>VI. Meeting Expenses (e.g., meeting space, food and supplies)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>VII. Indirect Costs (not-to-exceed 15%)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total</b>		<b>\$ 815,593</b>	<b>\$ 1,184,407</b>	<b>\$ 2,000,000</b>

<b>Notes:</b>	<p>1) Positions indicated with an asterisk will be covered by the approved no-cost extension of the initial SJC implementation grant for the first four months of year one (January – April 2021).</p> <p>2) In year two, using the outcomes and stories from implementation and with a co-developed funding strategy, SJC partners will submit a formal budget request to the Board of Supervisors and the Mayor to access additional local resources to support continuation of SJC strategies.</p>
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## AGREEMENT

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

DATE: February 24, 2021

GRANT NO.: 20-1907-154111-CJ

GRANTEE: City & County of San Francisco d/b/a San Francisco District Attorney Office  
350 Rhode Island Street  
North Building, Suite 400N  
San Francisco, CA 94103  
(**"your organization"**)

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

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

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

FOR USE OVER THE PERIOD: January 1, 2021 - December 31, 2022

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

Initial Installment:	U.S. \$500,000, paid in a single lump sum subject to the terms set forth in Paragraph 1(B) herein
Installment 2:	U.S. \$250,000, paid in a single lump sum subject to the terms set forth in Paragraph 1(C) herein
Installment 3:	U.S. \$250,000, paid in a single lump sum subject to the terms set forth in Paragraph 1(D) herein
Installment 4:	U.S. \$1,000,000, paid in a single lump sum subject to the terms set forth in Paragraph 1(E) herein

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

June 30, 2021:	Interim Report (DUA), as further described in Paragraph 1(C) herein
July 31, 2021:	Interim Report (Disparity Work), as further described in Paragraph 4(C) herein
February 28, 2022:	Annual Report, covering the period January 1, 2021 through December 31, 2021
February 28, 2023:	Annual Report, covering the period January 1, 2022 through December 31, 2022
February 28, 2023:	Final Report, covering the entire life of the grant

#### OTHER TERMS AND CONDITIONS:

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

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

(C) Payment of the second installment and all subsequent installments of the grant funds are contingent upon the Foundation's receipt and approval, in its sole discretion, of the Interim Report (DUA), as described herein. Your organization's Interim Report (DUA) should include a copy of a fully executed Data Use Agreement ("**DUA**") and any additional information reasonably requested by the Foundation. If your organization has not entered into the DUA by the date the Interim Report is due, your organization shall include, in such Interim Report, a narrative describing your organization's good faith efforts toward finalizing the DUA, including when the DUA is expected to be fully-signed. The DUA is a comprehensive agreement between your organization and the City University of New York's Institute for State and Local Governance regarding the disclosure, maintenance, and use of the criminal justice-related information that your organization will provide, as part of the Safety and Justice Challenge. A draft of the DUA, in a form substantially similar to what your organization will be asked to sign, is attached hereto and incorporated herein as Exhibit 1.

(D) If the fully-executed DUA was not included in the Interim Report described above, payment of the third installment of the grant funds shall be contingent on the Foundation's receipt of a fully executed DUA, which DUA should be uploaded by your organization in GMS.

(E) Payment of any remaining installment of the grant funds is contingent upon the Foundation's receipt and approval, in its sole discretion, of (i) the annual report specified in the Due Dates above and described in Paragraphs 4(A) and 4(B) below, and (ii) compliance with paragraphs 1(C) and 1(D) above.

2. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.
3. **USE OF FUNDS:** (A) **EXEMPT PURPOSES:** Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such Purpose, substantially in accordance with the document uploaded into GMS by the Foundation on February 4, 2021 and entitled "Final Proposal 154111", and the budget uploaded into GMS on September 24, 2020, relating thereto (the "**Approved Budget**"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the Approved Budget, including the timing of expenditures, at any point during the course of this grant.

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

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

(2) Your organization agrees that no Foundation grant funds will be used for any of the following purposes:

- (a) To carry on propaganda, or otherwise to attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code ("**Tax Code**"));
- (b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Tax Code);
- (c) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Tax Code;
- (d) To offer or provide money, gifts, or any other things of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Foundation or the project, including by assisting any party to secure an improper advantage in

violation of the Foreign Corrupt Practices Act or similar laws of the countries in which the grantee operates;

- (e) To use directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities (each, a “**Prohibited Party**”); or
- (f) To use in or with respect to countries or individuals under sanctions by the U.S. government, including prohibited travel to and from those countries, or for the unauthorized provision of funds or services to any person, entity, or organization from those countries.

Attachment A and Attachment B are summaries of the types of activities prohibited under Section 4945 of the United States Internal Revenue Code.

(3) Further, your organization agrees to provide the Foundation such information as the Foundation may reasonably request, including (a) information about persons or organizations that will or have received funds in connection with this grant and (b) information regarding the steps and procedures that your organization uses to ensure that grant funds are not used to pay a Prohibited Party either through regranteeing or by contract.

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

(B) The annual and final written reports should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

(C) INTERIM REPORT (DISPARITY WORK): Your organization's Interim Report (Disparity Work) shall contain a narrative detailing progress on efforts to meet your organization's jail population target, address and reduce racial disparities, improve community engagement, and enhance stakeholder involvement.

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

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a “**Third Party**”), the intellectual property rights in the Grant Work Product is to be owned by such Third

Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

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

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

6. **USE OF NAME:** Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "**MacArthur Name**"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.
7. **PUBLICATIONS:** Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
8. **NOTIFICATION:** Your organization will promptly notify the Foundation upon the occurrence of any of the following: (i) A change in the executive director, chief executive officer, president, or comparable senior level executive of any agency that is engaged materially in the activities funded by the Foundation ("**Agency**"); (ii) receipt by the Agency of notification by another significant funder, if any, that the funder is ceasing further funding; or (iii) unless prohibited by court or agency order, the filing of a claim in any court or federal, state, or local agency alleging (a) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Agency; (b) financial impropriety by the Agency; or (c) breach of fiduciary obligations by senior leadership or the board of the Agency. Written notification will be given to the signatory of this agreement at the e-mail address under the signature line below.
9. **WORKPLACE CONDUCT STANDARDS:** (A) Your organization represents that it aspires to a tolerant and civil workplace, one that is free of discrimination, harassment, and misconduct of any kind. Your organization further represents that it has in place or is committed to putting in place policies, procedures, or practices that will help ensure a tolerant and civil workplace, including the following: Staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions against retaliation against persons making good faith complaints.

(B) In the event the Foundation learns of allegations of workplace misconduct as a result of notification by your organization or by third parties, your organization agrees to cooperate with reasonable requests of the Foundation to understand the policies, procedures, and practices in place and what steps were taken in response to the allegations. In making such requests, the Foundation is not seeking to determine the truth or falsity of the underlying allegations and is not accepting any such allegations as true. If the Foundation concludes that your organization lacks the necessary workplace protections or has failed to adhere to appropriate practices in its investigation, the Foundation may take such action as is appropriate under the circumstances, including suspending future grant payments until your organization has implemented additional steps to addressing the

situation or, in extreme cases, terminating the grant. Prior to taking any action, the Foundation will discuss with you the proposed course of action and provide your organization an opportunity to respond and suggest corrective action.

10. **EVALUATING OPERATIONS:** The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.
11. **FOUNDATION GRANT REPORTS:** The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to Communications at the Foundation.
12. **RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS:** The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant funds have not been used for their intended charitable purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure, or (g) failure to timely execute the DUA. The Foundation will provide notice of any determinations made under this paragraph. In the event the Foundation takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the grant agreement and the Approved Budget, the Foundation will consider in good faith permitting grant funds to be used to pay such obligations.
13. **RIGHT TO RECOVER SPENT FUNDS:** Your organization will repay the Foundation, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the grant agreement or the Approved Budget.
14. **U.S. TAX STATUS:** By countersigning this agreement, your organization confirms that it is a governmental entity. If such status changes during the course of this grant, your organization hereby agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.
15. **MODIFICATION OF TERMS:** The terms of this agreement may be modified only by an agreement signed by an officer of your organization and a corporate officer of the Foundation. Any modifications made by your organization to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
16. **HEADINGS:** The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
17. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto. This agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
18. **DUE AUTHORITY: The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is an officer of your organization and**

**has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.**

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

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

DocuSigned by:  
*Joshua Mintz*  
By: CSD13B7643314D2...  
Joshua J. Mintz  
Its: Vice President, General Counsel, and Secretary  
E-Mail: [jmintz@macfound.org](mailto:jmintz@macfound.org)

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

DocuSigned by:  
*Chesa Bowdin*  
By: D17B6AACAAE1421...  
*Signature*  
Its: District Attorney  
*Title*  
Acceptance Date: March 3, 2021

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

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*To facilitate receipt of the grant funds:*

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

### **Overview of Data Use Agreement (DUA) Revisions**

As has been communicated by the Foundation in recent months, the Safety and Justice Challenge (SJC) is becoming increasingly focused on knowledge development and producing research that informs the field about effective strategies for reducing jail incarceration and racial and ethnic disparities. The Foundation's intention has always been to use data collected from SJC sites by ISLG to support this research, and the DUAs that were executed with implementation sites at the start of implementation work (going back to 2016) include language to reflect that. At the time that these DUAs were executed, however, the initiative had not yet established specific mechanisms for advancing this research. Since that time, those mechanisms—namely, the SJC Research Consortium and direct project funding by the Foundation—have been developed, and it is important that DUAs are updated to reflect the current structure that is in place. The DUA template that follows includes amended language that ISLG plans to incorporate toward that end. This updated template streamlines and aligns data sharing with the SJC initiative's updated framework.

Amendments to the DUA template are highlighted in track changes for ease of viewing. Broadly, they do the following:

- Provide more explicit language specifying that Consortium and other researchers funded by the Foundation to do SJC-related research may use the data submitted by sites to support their research
- Clarify the differences between research entities and other SJC technical assistance partners

In addition to changes related to SJC-related research, ISLG is using this amendment as an opportunity to revise a few other provisions in an attempt to streamline processes that are already happening with sites, and specifically to:

- Simplify and make more flexible the data transfer process and schedule between sites and ISLG
- Allow for the possibility of sharing cleaned, merged data files created by ISLG back to site agencies

In the coming weeks, ISLG will send each site an individualized version of this amended DUA template that incorporates the changes into their specific DUA with ISLG.

**DATA USE AGREEMENT**

**BETWEEN**

\_\_\_\_\_  
[FILL IN NAME OF SITE]

**AND**

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

**REGARDING DATA USE AND CONFIDENTIALITY**

**FOR**

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

This Data Use Agreement (“Agreement” or “DUA”) is made and entered into by and between the “Site”, which includes \_\_\_\_\_ (“Lead Agency”) and all of the agencies, organizations and entities listed in [Schedule 1 \(“Other Agencies”\)](#), and Research Foundation of The City University of New York on behalf of The City University Of New York Institute for State and Local Governance (“ISLG”).

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

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

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

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

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

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

I. Term of Agreement

This Agreement shall be effective upon execution by all parties, and will continue until **insert date five years from Grant initiation date: \_\_ / \_\_ / 2022**] (“Scheduled Termination Date”), unless it is:

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

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II. Definitions

- A. “Agreement” means this Data Use Agreement (“DUA”), including all documents attached or incorporated by reference.
- B. “Lead Agency” is an entity in the Site that was awarded funding for the implementation of the Site’s plan and has been given the specific operational responsibilities indicated in this Agreement. The Lead Agency for this Agreement is \_\_\_\_\_ (Name).
- C. “Site” means the Lead Agency and all of the agencies, organizations and entities that are expected to provide or aid in the provision of Data pursuant to this Agreement and whose names appear in Schedule 1.
- D. “Personally Identifiable Information (PII)” is information that directly identifies or uniquely describes a particular individual, criminal justice case, or event (e.g., individual arrest number, docket number, criminal justice individual identifier) or that might be used, either directly or in combination with other information, to ascertain the identity of a particular individual (such as place and date of birth).
- E. “Data” is the case-level information that is directly transferred from the Site to ISLG in response to ISLG’s requests for Data. The Data will contain PII.
- F. “Data Work Product” is files, information, or analysis that is derived from Data. An example of a Data Work Product is a file in which the Data is aggregated, matched or compared to other information gained during the SJC. Unless stated otherwise, Data Work Product may contain PII.
- G. “Research Products” are any written publications or reports, or any presentations and the materials that accompany them, that are generally accessible to the public, and which present the results of systematic inquiry or analysis of the SJC-generated information. Examples of Research Products that may be produced concerning the SJC are an evaluation, jail population projections and conclusions drawn from performance measurement. Research Products do not contain PII.

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H. "Communication Materials" are materials in written or oral form, produced for the public, that convey general news and information about the SJC, but which are not the product of systematic investigation. Communication Materials do not contain PII.

I. "SJC-related Research" is research or analysis that will help document and further understand the outcomes of the SJC in relation to jail and prison population trends, including changes in racial and ethnic disparities, public safety, criminal justice system costs, the use of innovative and promising criminal justice practices, and behavioral health and other health trends. SJC-related Research is based solely on the de-identified aggregate or case-level data generated from the SJC.

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J. "Site Coordinators" are organizations assigned to Sites to provide technical assistance to and conduct analyses as needed to inform the technical assistance, and include the Vera Institute of Justice, the Center for Court Innovation, Justice System Partners, and the Justice Management Institute.

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K. "SJC Partners" are organizations that have been approved and funded by the Foundation to provide technical assistance, analytic support, consultation, or other services or expertise to SJC sites as part of the SJC initiative. SJC Partners include Existing SJC Partners and New SJC Partners.

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L. "Existing SJC Partners" are SJC Partners already providing technical assistance, analytic support, consultation or other services or expertise to SJC sites, and include The JFA Institute ("JFA"), the Site Coordinators, the W. Haywood Burns Institute ("Burns Institute"), the Urban Institute ("Urban") and Policy Research Associates ("PRA").

M. "New SJC Partners" are new organizations that will be approved and funded by the Foundation to provide technical assistance, analytic support, consultation, or other services or expertise to SJC sites as part of the SJC initiative.

N. "SJC Research Entities" are organizations that are being funded by the Foundation or a partner funder approved by the Foundation to carry out SJC-related Research. These entities include, but are not limited to, members of the SJC Research Consortium.

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### III. Data Transfer

A. The Site will provide to ISLG case-level Data related to key SJC decision points, as delineated in the Data Elements List that is attached hereto as Exhibit A, to the extent such Data are contained within the records maintained by the Site. The List may be amended from time to time by the mutual written consent of the Lead Agency and ISLG. For this purpose, the requirement of writing may be satisfied through email correspondence between the Data Liaisons, as hereinafter defined, for the Site and ISLG, who are identified in Section XII, which clearly confirms that both parties agree to the amendment.

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B. The Site will provide Data to ISLG, upon ISLG's request, at least three times during the term of this Agreement, beginning in the fall/winter of 2017, the spring of 2018, and at approximate one-year intervals thereafter for the duration of the Site's participation in

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the initiative. As specified in Exhibit A, the first Data pull will include cases and events from the previous forty eight (48) months leading up to implementation; each subsequent Data pull will include cases and events from the previous twelve (12) months. The timeframe and/or timing of the Data pulls may be amended from time to time using the same amendment process described in Section III (A), above.

**Deleted:** The Data transfers will correspond to four points of performance measurement: baseline (on or about April of 2016), Year One (on or about April of 2017), Year Two (on or about April of 2018), and at the end of the SJC initiative (approximately April of 2019).

C. The Lead Agency, through the Site's Data Liaison identified in this Agreement, is responsible for coordinating the provision of Data to ISLG. The Site's Data Liaison will be available as needed to answer ISLG's questions regarding the Data provided.

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D. The Site will provide the Data to ISLG within thirty (30) business days of each request for Data. However, if the Site has questions about the request, is unable to provide specific data elements or to provide them in the form requested, the Site's Data Liaison will inform the ISLG Data Liaison as soon as possible, and the liaisons will work together to develop a solution.

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E. The Foundation reserves the right to terminate its grant agreement with the Site if data is not able to be appropriately collected and shared.

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F. All Data will be transferred from the Site using ISLG's secure file transfer protocol or another secure file transfer protocol agreed upon by the Data Liaisons for the Site and ISLG.

#### IV. Data Storage

A. All Data provided by the Site to ISLG and all Data Work Product is confidential. ISLG will hold all Data and Data Work Product in a secure manner and will protect it from disclosure, except as specifically provided in this Agreement.

B. Data and Data Work Product in electronic form shall be stored on secure computer drives that require credentialed log-in for individual access. All access to such Data and Data Work Product shall be restricted to authorized users who have been authenticated through secure password and log-in.

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C. ISLG will limit the use of portable electronic devices that contain Data or Data Work Product to the minimum amount necessary. To the extent that any portable electronic devices contain Data and Data Work Product, they will be stored securely in locked drawers and cabinets, access to which will be limited to trained, authorized personnel who have a need to access such Data or Data Work Product for purposes of the SJC initiative. When transported, such portable devices will remain under the physical control of authorized staff.

D. ISLG will limit the use of paper and other hard copy files or documents that contain Data or Data Work Product to the minimum amount necessary. Such hard copy materials will be stored in locked drawers and cabinets, with access limited to authorized personnel.

E. The stored Data and Data Work Product will be subjected to the technical safeguards for the protection of PII that are generally accepted as best practices in the industry.

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

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

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

- A. ISLG will disclose aggregate data to RTI International ("RTI"), for the sole purpose of allowing RTI to conduct a comprehensive evaluation of the effectiveness and the impact of the SJC on behalf of the Foundation. ISLG will not disclose any case-level Data to RTI.
- B. ISLG will disclose Data Work Product that does not contain PII to SJC Research Entities for the purpose of carrying out SJC-related Research. All SJC Research Entities that conduct research will enter into a separate DUA with ISLG and shall be subject to the same confidentiality provisions as those contained therein, and their research must be submitted to an Institutional Review Board in accordance with their organization's procedures or guidelines.
- C. ISLG will disclose Data Work Product that does not contain PII to the Existing SJC Partners and solely for the following purposes: JFA, which will conduct jail population projections and other analysis, the Site Coordinators, which will conduct analysis as needed to inform technical assistance provided to the Site, the Burns Institute, Urban and PRA, which will also conduct analysis as needed to inform technical assistance provided to the Site.
- D. ISLG may also disclose Data Work Product that does not contain PII to New SJC Partners. Use of data by New SJC Partners must be approved by the Lead Agency before any data is shared. ISLG shall promptly notify the Lead Agency of the approval of a New SJC Partner by the Foundation. No de-identified aggregate or case-level data provided

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by the Site shall be disclosed by ISLG to a New SJC Partner unless and until the Lead Agency gives its express prior written consent and approval.

E. ISLG may disclose the aggregate data provided by the Site to date to (a) the Foundation and the Vera Institute of Justice, for the purpose of using such information in their Communication Materials regarding the SJC, such as Site profiles for the SJC website, press releases, and talking points; (b) SJC Partners; and (c) SJC Research Entities.

F. Upon request, ISLG may provide analytic files or other Data Work Product back to the Site agencies from which the Data for those files or Data Work Product originated. ISLG may also merge Data or Data Work Product from Other Agencies that own the Data and, at the request and approval of those Other Agencies that own the Data, disclose the merged data file or files to them or to Other Agencies. For both these types of requests, mutual written consent of the agency or agencies with ownership of the Data and/or Data Work Product and ISLG is required, with notice to the Lead Agency. For this purpose, the requirement of written consent and notice may be satisfied through email correspondence between ISLG's Data Liaison, the Lead Agency, and the agency or agencies that own the Data and/or Data Work Product. All requests for analytic files, Data or Data Work Product must be made prior to the Scheduled Termination Date.

G. De-identified data and Data Work Product that contain any case-level information that is transferred from ISLG to any of the parties referred to in (B), (C), (D), (E) or (F) above shall be encrypted in transit, using secure, authenticated, and industry-accepted encryption mechanisms. All electronic data transmission will be conducted using a Secure Socket Layer (SSL) certified, password-protected file sharing system that is used for secure data exchange.

H. All recipients of data and Data Work Product pursuant to this Section VI must execute a binding, written agreement with ISLG in which the recipient commits to the same provisions regarding the security, confidentiality, disclosure, and destruction of data and Data Work Product that are binding upon ISLG pursuant to this Agreement.

I. ISLG will not disclose any aggregate data, data, or Data Work Product to any of the parties referred to in (A), (B), (C) or (D) until they have submitted their work to an Institutional Review Board and received either approval, exemption from review, or a determination that the work is not human subjects research.

### VII. Request for Data by Third Parties

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

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ISLG will provide final analytic Data files back to the Site's respective agencies at their request, using the same file transfer protocol described in Section III(E). This request can be made through the mutual written consent of the agency with ownership of the Data and ISLG. For this purpose only, the requirement of writing may be satisfied through email correspondence between ISLG's Data Liaison and the agency requesting the final analytic Data files, which clearly confirms that both parties agree to the transfer of Data.¶

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VII. SJC-Related Research¶

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The Foundation may approve and fund "SJC-related Research," which is additional research or analysis that is based solely on the de-identified aggregate or case-level data generated from the SJC. The Foundation may approve such research if the Foundation determines that it will help document and further understand the outcomes of the SJC in relation to jail and prison population trends, including changes in racial and ethnic disparities, public safety, criminal justice system costs, the use of innovative and promising criminal justice practices, and behavioral health and other health trends. The entities that r...

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

**VIII. Research Products and Communication Materials**

- A. It is anticipated that the following entities will create Research Products for the SJC: ISLG (performance measurement), RTI (overall evaluation), JFA (jail population projections), and the Burns Institute (technical assistance). In addition, these entities and SJC Research Entities and SJC Partners may produce Research Products in connection with the technical assistance provided to Sites or SJC-related Research, as applicable. The Foundation and the organizations referred to in this Section VIII(A), may also produce Communication Materials.
- B. No PII will be reported in any Research Product or Communication Materials. Sites may be identified by name and discussed in Research Products and Communication Materials.
- C. The Lead Agency will have an opportunity, within a reasonable time period specified by the creator of each written Research Product, to review the Research Product before publication, for the purpose of (a) identifying factual errors or inaccuracies and providing information or corrections regarding it and (b) suggesting additional contextual information that might aid in the interpretation of findings. At its discretion, the entity that created the Research Product may amend the Research Product based on the Lead Agency's comments if that entity deems the comments to be relevant and appropriate. Should the entity that created the Research Product decide not to amend, or if the Site determines that the entity's amendment is insufficient, the procedure outlined in Section VIII(D), below, shall apply.
- D. In the event that the Lead Agency identifies research or analysis findings that it believes to be inaccurate, and the entity that created the Research Product decides not to amend it, upon request of the Lead Agency, ISLG will work with the entity creating the Research Product and the Lead Agency to explore how the findings were developed, and to correct the findings, as needed, before publication. In the event that the entity creating the Research Product chooses not to make an amendment based on the Lead Agency's comments, the Lead Agency shall be permitted to draft an addendum that must be included in the Research Product, except in the case of the SJC evaluation report completed by RTI.

**IX. Extension of Agreement**

The Site understands that the Foundation may decide to extend the term of the grant and the corresponding collection and analysis of Data such that the Agreement's Scheduled Termination Date would no longer be practicable. Accordingly, if ISLG wishes to extend the Agreement it will notify the Lead Agency no less than 60 days before the Scheduled Termination Date. In that case, this Agreement will be modified through the following process: ISLG will propose a brief letter Agreement, to be executed by all the entities that signed this Agreement, or by all of the entities that will provide additional Data during the extended term, as applicable, that may extend the term to

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allow for additional Data pulls, and which protects the security of the Data as it is protected in this Agreement. All signatories to this Agreement agree that they will respond promptly to such a request for extension, and will not unreasonably withhold their consent.

X. Early Termination of Agreement

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

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

XI. Data Destruction

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

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Acceptable destruction methods for various types of media include:

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

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

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

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

XII. Data Liaisons

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A. Site Data Liaison

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

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

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

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

In the event that Lead Agency or ISLG designates another individual to serve as Data Liaison during the course of this Agreement, the Lead Agency or ISLG, as the case may be, will provide notice of the change to the other party, with a letter signed by the original Data Liaison along with the new Data Liaison's contact information. Such notice may be sent through email, with an appended, signed and scanned letter.

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XIII. Indemnification

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

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

XIV. Survival of Provisions

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

XV. General Provisions

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A. This Agreement shall be governed by and construed under the laws of New York State.

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

XVI. Third Party Beneficiary

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

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Moved up [1]: The Foundation reserves the right to terminate its grant agreement with the Site if data is not able to be appropriately collected and shared.

XVII. Counterparts

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

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XVIII. Signatories

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

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A. For the Site:

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

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

Other Agencies:

Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

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

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Schedule 1:  
Other Agencies

[To be added]

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**Exhibit A:  
Data Elements List**

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

**BACKGROUND INFORMATION:**

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

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

**LAW ENFORCEMENT**

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

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

**For each summons:**

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

**For each police diversion:**

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

**For each call for service:**

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

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

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

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

**For each prosecutorial diversion:**

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

**PUBLIC DEFENDER:**

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

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

**PRETRIAL SERVICES:**

**For each case screened/assessed:**

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

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

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

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

**COURT:**

**For each court case:**

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



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

#### **PROBATION AND/OR PAROLE:**

##### **For population snapshot:**

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

##### **For each violation issued:**

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

#### **JAIL:**

##### **For jail population snapshot:**

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

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

**For jail admissions:**

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

**ATTEMPTS TO INFLUENCE LEGISLATION  
BY MacARTHUR FOUNDATION GRANTEES**

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

**Lobbying**

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

*Direct Lobbying*

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

*Indirect Lobbying*

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not.

Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

*Specific Legislation*

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

*Legislation*

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar procedure. Legislation of

the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

*Encouraging Recipient to Take Action*

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
  - a. opposing the communication's view with respect to the legislation,
  - b. undecided about the legislation,
  - c. the recipient's legislative representative, or
  - d. a member of the legislative committee that will consider the legislation.

**Exceptions**

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with which government would be expected to deal eventually. Accordingly, it is permissible to speak to

legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

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

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

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the communication for lobbying purposes. If it does, and if the

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

#### **Related Issues**

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

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

#### **Questions**

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

## **PERMISSIBLE AND PROHIBITED ACTIVITIES**

### ***Some Permissible Public Policy Activities***

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

### ***Some Prohibited Public Policy Activities***

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

## ELECTIONEERING ACTIVITIES

This document provides guidance regarding the rules prohibiting participation in political campaigns. This overview is simplified for educational purposes. It is not legal advice and should not be relied on as such. Your organization should consult qualified legal counsel with questions.

The general rules are clear and easy to state: **Organizations described in section 501(c)(3) of the Internal Revenue Code -- or their equivalent as determined in accordance with applicable law -- may not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.** For ease of reference, this general prohibition will be referred to as “electioneering activities”. The MacArthur Foundation is a section 501(c)(3) private foundation and it is subject to the prohibition on the use of its funds for electioneering activities (and lobbying).

There are no bright line rules defining electioneering activities, although they generally arise when there is (1) a candidate,<sup>1</sup> (2) that candidate is seeking public office, and (3) the activities involve participation or intervention in the candidate’s political campaign. The IRS applies a “facts and circumstances” test to determine whether an activity constitutes campaign intervention. **Nonpartisan voter education is not treated as campaign intervention.** Educational activities include “the instruction or training of the individual for the purpose of improving or developing his capabilities.” Educational activities also must present “a sufficiently full and fair exposition of the pertinent facts.”

To help evaluate whether a particular activity involves prohibited political campaign intervention, the following chart compares examples of situations in which the IRS has ruled that an activity constitutes prohibited campaign intervention with examples involving nonpartisan voter education:

Political Campaign Intervention	Nonpartisan Voter Education
<b>Basic Advocacy</b>	
Expressly advocating for the election or defeat of an identified candidate or party, including through the use of code words or issues that are clearly associated with one candidate or party.	Providing neutral information about candidates, such as posting links to each candidate’s official campaign websites if the links are presented on a consistent neutral basis for each candidate with text saying, “For more information on Candidate X, you may consult ____.”

<sup>1</sup> A candidate is defined under Section 1.501(c)(3)-1(c)(3)(iii) of the Treasury Regulations as “an individual who offers himself, or is proposed by others, as a contestant for an elective public office, whether such office be national, State, or local.”

Electioneering Activities

Political Campaign Intervention	Nonpartisan Voter Education
<b>Guides on Voter Issues and Voting Records</b>	
<p>Publishing a single-issue voter guide reflecting candidates' positions on an area of interest to the organization. [<b>Consequently, a voter guide that reflected a candidate's position on only a single issue related to corruption would be problematic.</b>]</p> <p>Preparing voter guides that convey a bias regarding candidates' positions on certain issues and distributing the guides to particular congressional districts close to the date of the election.</p>	<p>Publishing and making widely available the results of a questionnaire identifying the candidates' positions on a broad range of issues selected by the organization solely on the basis of their importance and interest to the electorate as a whole.</p> <p>Publishing and making widely available a compilation of voting records of Congressional members on a broad range of subjects when there is <b>no editorial opinion</b> and the content and structure of the publication do not imply approval or disapproval of any Congressional members or their voting records.</p> <p>Publishing a summary of the voting records of all incumbent members of Congress on selected legislative issues that are important to the organization, along with the organization's position on those issues, when there is limited distribution, no attempt to target distribution to areas where there are elections, and the timing coincides with the end of congressional sessions (the guide also included a caveat about judging the qualifications of an incumbent based on a few selected votes).</p>
<b>Get Out the Vote Efforts</b>	
<p>Calling registered voters before an election, emphasizing the importance of particular issues, asking about the voters' views on those issues, and only engaging voters whose views are favorable to the organization's positions.</p>	<p>Conducting or funding "get out the vote" drives that treat all voters equally, regardless of party affiliation or candidate preference (if known).</p> <p>The IRS has also ruled that an organization can focus voter education and outreach efforts on women voters, particularly in minority communities, through a variety of public events and locations if the organization provides assistance to anyone who requests it, regardless of party affiliation, and the organization does not comment on any candidate's qualifications and does not rate any candidates.</p>
<b>Candidate Forums and Debates</b>	
<p>Holding a candidate forum that involves biased questioning procedures.</p>	<p>Sponsoring candidate debates or forums that include all qualified candidates if the moderator's questions cover a range of issues and do not reflect a bias for or against a candidate.</p>

## Electioneering Activities

Political Campaign Intervention	Nonpartisan Voter Education
<b>Use of Resources and Facilities</b>	
<p>Permitting directors, officers, and employees to use the organization’s resources (e.g., email or mailing list) to engage in campaign activities, even if these directors, officers, and employees are only supporting the campaign in their personal capacities.</p> <p>Offering special support, services, or resources (e.g., reviewing issue papers) to one campaign, without making such support or services available on an even-handed basis to all candidates and failing to charge fair market value for such support or services.</p>	<p>Permitting directors, officers, and employees to engage in political campaign activities on a <b>personal basis</b> so long as they do not use the organization’s resources (e.g., email or mailing list) to engage in campaign activities.</p> <p>Making the organization’s facilities and other resources available to individuals or groups for political campaign purposes, provided they are made available on the same basis as to non-political groups or individuals, the organization doesn’t promote or endorse the event, and ensures the facilities are equally available to all candidates and political parties.</p>
<b>Rating Candidates</b>	
<p>Rating candidates for elective public office, even if there is no mention of the candidates’ party affiliation and the ratings are based on a standard of professional competence (e.g., approved as highly qualified, approved, or not approved) as opposed to a comparison of candidates.</p> <p>This can include hosting a platform for members of the public to learn more about candidate positions and express their preferences for candidates and publishing the ratings.</p>	<p>Hosting a platform for members of the public to listen to candidate positions and express their preferences for candidates without publishing or otherwise making available the ratings.</p>
<b>Appearances at Public Meetings and Events</b>	
<p>Acknowledging the presence of an elected official who is also a candidate at a public event and highlighting the importance of his or her re-election in order to advance an issue.</p>	<p>Referencing the presence of an elected official who is a candidate attending a meeting or event without referencing that person’s candidacy or the election.</p>

The following are additional activities that are **impermissible** under the rules:

- Candidate pledges, such as asking candidates to sign pledges (or covenants) to support your issue.
- Making financial contributions to candidates.
- Expressly advocating a vote for or against a candidate.
- Increasing the amount or volume of criticism of sitting officials who are also candidates in close proximity to an election.
- Endorsing a candidate.
- Making campaign contributions or expenditures on behalf of candidates.
- Restricting rental of mailing lists or facilities to only certain candidates or engaging in such business transaction for the first time with candidates.
- Publishing or communicating anything that explicitly or implicitly favors or opposes a candidate.



## Electioneering Activities

- Criticizing sitting legislators or other elected officials by attacking their personal characteristics or attacking them in their status as a candidate.

### Acting in a Personal Capacity

While 501(c)3 organizations cannot intervene in political campaigns, individuals that may be associated with the organization can in their personal capacity intervene in campaigns. It becomes very important, however, for the individual to be clear that he or she is acting as an individual and not on behalf of the organization. Written or spoken disclaimers indicating that the actions or words are in a personal capacity are critical to making the distinction especially if the individual occupies a high-profile place in the organization. In addition, the resources of the organization should not be used to advance the individual's political activity. This means the following types of resources or equipment belonging to the organization should not be used by the individual to further his/her own political activity: machines, phones, computers, mailing lists, email, office space, newsletters, internal communications or stationary among other items.

### Conclusion

This overview provides some examples of how the IRS has distinguished between political campaign intervention and nonpartisan voter education to help grantees comply with the Foundation's prohibition on the use of grant funds for political campaign activities. It is important to note that some of these activities may also intersect with the Foundation's prohibition on the use of funds for lobbying activities. In these cases, the grantee should ensure that the activities qualify under a relevant exception to the lobbying rules, such as the exceptions for nonpartisan analysis and research or the examination and discussion of broad social, economic, or other issues.

# Policy Regarding Intellectual Property Arising Out of Foundation Grants

## Introduction

Foundation grants often result in tangible products, such as reports, papers, research, software, data sets, curriculum, books, film or television documentaries, or radio programs (“Grant Work Product”). This Policy articulates the principles guiding the Foundation’s approach to the ownership and use of Grant Work Product. It addresses specifically the ownership, use, copyright to, distribution and licensing of the Grant Work Product arising from project grants by balancing the interests of the Foundation with the interests of the grantee and other interested parties.

Recipients of general operating support grants are expected to have policies in place reasonably consistent with the underlying philosophy and principles reflected in this Policy.

The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this policy in light of this understanding. The attached glossary defines certain underscored terms used in this Policy.

## Policy

The Foundation's policy is to ensure that use of the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination or availability of the Grant Work Product at minimal cost to the public or, when justified, at a reasonable price. Distribution at a reasonable price may be justified when integral to the business plan and sustainability of a charitable organization or when the Foundation is satisfied that net revenues derived from the distribution will be used for charitable purposes.

- Grant Work Product should, whenever feasible, be licensed under a Creative Commons license appropriate for the circumstances or other similar scheme that provides for wide distribution or access to the public.
- Software created with grant funds should be ordinarily licensed under an open source license.
- The Foundation also expects openness in research and freedom of access to research results and, when feasible, to the underlying data by persons with a serious interest in the research. This means that grant-funded impact studies should generally be registered in a field-appropriate registry, preferably before data are collected or at least before statistical analyses are performed.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product, delayed or non-registration of impact studies, or limited or delayed access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

We will apply these same general principles to our contract-funded evaluation work and make the relevant information available under our Policy on Information Sharing.

Ownership of intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used substantially for charitable purposes. Copyright to or patent rights in the Grant Work Product will ordinarily remain with the grantee, but the Foundation will be granted a no-cost assignable license to use or publish the Grant Work Product consistent with this Policy. The Foundation may forego or limit the requirement of a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure the goals of this Policy.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

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

## **Glossary**

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

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

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

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

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

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

Source: Evaluation Thesaurus. Michael Scriven.

## REQUEST RECORD

## San Francisco District Attorney's Office

R-1907-154111 |

Pending Review

Renewal Of: G-1805-153062

Program Officer: Laurie Garduque lgarduqu@macfound.org

Grants Manager: Gabriela Suarez gsuarez@macfound.org

Criminal Justice

Safety and Justice Challenge Implementation Site

Workflow Status

Pending Review

## ▼ ORGANIZATION INFORMATION

*Please assign contacts for this request by selecting names from the drop down fields below. If a name is missing, please enter it into the blue LEADERSHIP CONTACT INFORMATION area at the bottom of this section. Click the Portal User Guide link from the menu on the left to download a guide explaining each of the contacts listed below.*

<b>Organization</b>	San Francisco District Attorney's Office
<b>Location</b>	San Francisco ,CA
<b>Primary Contact:</b>	Tara Anderson
<b>Additional Contact:</b>	
<b>Grant Agreement Signatory:</b>	
<b>Organization Financial Officer:</b>	Eugene Clendinen
<b>Organization Grants Officer:</b>	Tara Anderson

## ORGANIZATIONAL BUDGET AND ACCOUNTING

Please provide us with some information regarding your organization's finances.

Please only enter monetary values as US dollars (USD \$).

Operating Budget - Current Fiscal Yr (USD \$): \$73,699,841.00

Accounting Period End Month: 6

Accounting Period End Day: 30

## Audited / Unaudited Financial Statements

To the Organization Document Library section of this application, please upload your organization's:

1. Audited financial statements for the last two years,
2. Latest unaudited financial statement, and
3. Current fiscal year operating budget.

## ORGANIZATION BACKGROUND AND GOVERNANCE

Please provide us with some information regarding your organization's history and governance.

### Organization Mission Statement:

The San Francisco District Attorney's Office (SFDA) strives to protect public safety in San Francisco by using innovative, evidence-based approaches to address the root causes of crime, support crime survivors, and prevent future offenses.

### Date organization commenced operations:

Type of Governing Body: Government

Governing Body Term Duration: 4 Years

Number of Terms Permitted: Unlimited

Are members of the governing body compensated? Yes

### Financial Oversight by Governing Body:

San Francisco is a dual jurisdiction city and county. The budget for the District Attorney's Office is approved through a local annual salary ordinance and budget. The Constitution of the State of California requires all cities to adopt a balanced budget. The Mayor is the City's chief executive and is responsible for proposing and carrying out City policy through the budget. The Mayor's Budget Office must present a balanced budget for consideration by the Board of Supervisors each spring.

### CEO Review Method:

The people decide. SFDA is governed by the elected District Attorney for the City and County of San Francisco. The election cycle is every four years and the position does not have term limitations. The current term ends in 2023.

## Governing Body Membership

To the Organization Document Library section of this application, please upload:

## LEADERSHIP CONTACT INFORMATION

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Are names of your organization contacts missing from the drop-down fields above?  Yes

## LEADERSHIP CONTACT INFORMATION

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*In the box below, please provide contact information missing from the drop down fields above. Include name, title, email address and grant relationship for each contact (e.g., Primary Contact, Organization Grants Officer, etc.). We will add these contacts to our database.*

### Organization Leadership Contact Details:

Grant Signatory: Chesa Boudin, District Attorney. chesa@sfgov.org

Additional Contact: Josie Halpern-Finnerty, SJC Project Director. josie.halpern-finnerty@sfgov.org

## ORGANIZATION CONTACT INFORMATION

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Your organization's contact information can be found by clicking on the Organization link in the left sidebar of the portal main page. Please review, and add or update your information below.

Is your organization information correct and current?  No

San Francisco District Attorney's Office  
350 Rhode Island Street  
North Building, Suite 400N  
San Francisco, CA 94103  
Phone Number 628-652-4000  
Fax Number 628-652-4001

## YOUR CONTACT INFORMATION

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Is your contact information correct and current?  No

### Updated Contact Information:

Tara Regan Anderson, MPP  
Director of Policy  
San Francisco District Attorney's Office  
Desk: (628) 652-4020  
Tara.Anderson@sfgov.org

## ▼ DESCRIPTION OF FUNDED ACTIVITIES

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

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

1. A list of organization board members with full names and organizational affiliations. Please use the Excel template available in the Document Library, under the Information section on the grantee portal. If you are a Foundation grantee, upload a revised list only if changes to your existing information are necessary.

2. Your organization's organizing documents - charter, statutes, constitution or articles of incorporation. This is required for first-time applicants only.

### Conflict of Interest

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Does your organization have a conflict of interest policy?  Yes

Please upload your organization's conflict of interest policy to the Organization Document Library section of this application. If you are a Foundation grantee, upload is only necessary if the policy already on your record needs to be updated.

### Whistleblower Policy

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Does your organization have a whistleblower policy?  Yes

Please upload your organization's whistleblower policy to the Organization Document Library section of this application. If you are a Foundation grantee, upload is only necessary if the policy already on your record needs to be updated.

### ORGANIZATION TAX INFORMATION

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Please add your organization's tax ID number below. If you do not have one, please leave blank.

EIN / US Entities: 946000417

EIN / Foreign Entities :

To the DOCUMENTS section of this application, please upload your organization's tax letter.

### FISCAL AGENT ORGANIZATION

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A Fiscal Agent is an organization that is contracted by your organization to receive grant funds from donors (including the Foundation if it awards your organization a grant) and to manage the financial controls, disbursements, accounting and financial reporting of the funds at the behest of your organization – the grant applicant.

Fiscal Agents do not have direction, control or supervision over the use of grant funds and therefore are not considered to be the "grantee" if the Foundation awards a grant from this application.

Will you be using a Fiscal Agent to administer your grant?  No

### ▼ ADD OR UPDATE CONTACT INFORMATION

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**Grant Title:** Safety and Justice Challenge Renewal

**Proposed Start Date:** 1/1/2021

**Proposed End Date:** 12/31/2022

**Amount Requested from MacArthur (USD \$ only):** \$2,000,000.00

#### Funded Activity Details

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

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

**Significant Other Funders:**

## FUNDED ACTIVITY NARRATIVE

### SUMMARY OF PROJECT:

The City and County of San Francisco (CCSF) jail population is at a thirty-year low. On September 4, 2020, CCSF closed County Jail #4 (CJ4) nearly nine months ahead of schedule. While historic, CJ4 closure amid the pandemic requires that CCSF maintain a reduced jail population of under 750 people. Racial disparities were not made worse by reductions, but they did not improve; black people still represent nearly half of the jail population despite comprising less than 6% of CCSF's total population. Over the next two years, CCSF will implement five refined strategies to address persistent, staggering racial disparities while maintaining a nearly 40% reduction in the jail population.

To realize these goals, CCSF will lead with race by launching new activities and centering all strategies around disparities reduction. CCSF will build a fellowship for people of color with lived experience of incarceration to inform activities across strategies. CCSF will develop a new, post-charge restorative justice (RJ) option that focuses on black men and women in custody and includes peer mentoring.

CCSF will sustain a shared focus on the in-custody population through enhancements to the Jail Population Review (JPR). The JPR will focus on charges that contribute to disparities such as robberies and expand partnerships with service providers. CCSF will establish a quarterly intensive case resolution process where leaders review cases and develop policies to maintain jail reductions. CCSF will renew its commitment to improve case processing; the Superior Court will develop dashboards to monitor case progress and the District Attorney's Office will create a values-driven case processing plan. CCSF will continue to increase healthy connections to community-based support. The Departments of Public Health and Homelessness and Supportive Housing will improve referrals for people in jail. CCSF will drive with data, developing tools that enhance partners' ability to sustain jail reductions.

### ORGANIZATION OVERVIEW:

The San Francisco District Attorney's Office (SFDA) will continue to serve as the lead agency for the SJC. SFDA strives to protect public safety by using innovative, evidence-based approaches to address the root causes of crime, support crime survivors, and prevent future harm. DA Chesa Boudin is leading a progressive prosecution and decarceral model, seeking accountability and healing for justice-involved individuals, survivors, and the community. SFDA serves as a national model, pioneering innovative policies that work to end mass incarceration and protect people of color and low-income communities.

SFDA is focused on reforming the criminal legal system and making communities safer by developing data-driven policies to expand alternatives to incarceration and treat the root causes of crime. Furthermore, SFDA, under the auspice of the Sentencing Commission, has a long history of convening partners to learn, pilot and implement innovation and reform.

### CONTEXT:

**Right time:** The next two years are a critical period for CCSF. In the last year, SJC partners worked collaboratively to reduce the jail population by nearly 40%, surpassing original SJC goals and enabling the closure of a jail long deemed unsafe. Partners are committed to sustaining jail reductions and have an urgent need to so do. With CJ4 closed, and as the pandemic continues,



maintaining a jail population of under 750 people is necessary to implement physical distancing and quarantine protocols. Racial disparities have not been exacerbated by population reductions, nor have they improved. System partners and community members are profoundly dissatisfied with persistent disparities and, with strong local and national momentum for racial justice and reinvestment of law enforcement funds, believe that change is possible.

**Key system partners:** CCSF's SJC initiative is a partnership between the Superior Court, Sheriff's Office, Department of Public Health (DPH), Adult Probation Department (APD), Public Defender's Office (PD), convened by the District Attorney's Office (SFDA). The SJC partnership operates with oversight from the CCSF Sentencing Commission (SC). The SC, led by SFDA, consists of 13 system and community representatives and advises the Mayor and Board of Supervisors on strategies to improve public safety, reduce recidivism, and reform criminal sentencing. The Mayor and Board of Supervisors have been actively supportive of SJC efforts around jail population reduction, entrusting the SJC with the responsibility for CJ4 closure plans.

**Needed partners:** SJC partners have been working to more systematically engage three critical partners: the Police Department (SFPD); Department of Homelessness and Supportive Housing (HSH); and the City's largest funder of community programs, the Department of Children, Youth, and Their Families (DCYF). Each have participated in specific projects but been less integrated into the overall SJC work and are necessary partners to address bookings (SFPD), rapid connection to housing supports (HSH), and sustainable funding for community programs (DCYF). SJC has identified shared policy priorities and point people with each of these critical partners going forward.

**Community leaders:** Community stakeholders such as the SF Pretrial Diversion Project have been involved with SJC efforts from the beginning. In the past year, SJC partners have engaged new community leaders in the SJC Workgroup, including a representative with lived experience of incarceration from local advocacy organization Ella Baker Center, and a representative appointed by the City's Family Violence Council. Members of the No New Jail Coalition, composed of local community groups focused on closing CJ4, have been invited and active participants in SJC meetings.

Going forward, the SJC will fund 4-6 Black, Indigenous, and People of Color (BIPOC) leaders with lived experience of incarceration through the SJC Fellowship annually. SJC Fellows will support the racial equity goals and community engagement strategies of the initiative; participating in policy and program development and helping build the capacity of the DA's Office and partner organizations to deliver effective services to the community. The SJC will also establish a formal partnership with the SF RJ Collaborative, a new initiative launched by SFDA and composed of 14 local groups seeking to create cross-cultural healing and build capacity for RJ approaches in government, schools, and community. Lastly, partners will be guided by local advisory boards with community representation such as APD's Reentry Council and SFDA's Victims Advisory Board and Justice Involved Advisory Board.

#### **DESCRIPTION OF FUNDED ACTIVITIES:**

**Building on Past Success:** On September 4, 2020, CCSF celebrated a milestone – closing a jail and reducing the jail population by nearly 40%. CCSF's jail population has long been comprised of individuals on pre-trial status for alleged felonies and a small number of misdemeanors. For many years, despite shared commitment and the pressing need to close CJ4, the jail population continued to hover near 1200 people making it infeasible to close the jail. SJC funding brought partners together to identify new jail population reduction strategies, laying the foundation for rapid COVID response. In the next two years, CCSF will implement the five refined strategies described below to maintain reductions and reduce racial disparities.

**1) Lead with Race.** CCSF has taken critical steps to lead with race across SJC strategies and ensure partners' focus on reducing disparities. We recognize that we need to do much more. SJC partners commit explicitly to anti-racism – to repairing harm caused by systemic racism and to reducing disparities in the local jail population. CCSF will do this in partnership with community members of color, developing the SJC Fellowship to support ongoing, authentic engagement, and training to improve system partners' effectiveness in serving these communities. Fellows will participate in the build-out of new disparities reduction initiatives: the launch of a post-charge restorative justice (RJ) option for adults and peer mentoring focused on black men and women. The new RJ program will focus on charges that contribute to disparities such as burglaries and robberies – as of September 2020, 76 black men in custody had these lead charges representing nearly 30% of all black men in jail. Partners will also expand pre-charge restorative options for youth and adults.

**2) Sustain Shared Focus.** Renewal funding will support the continued efforts of the Jail Population Review (JPR). Over the next two years, the JPR team will meet bimonthly to review cases where black men are overrepresented, such as burglaries and robberies, to refer to new RJ options and identify community supports. As of September 2020, people with lead charges related to burglaries or robberies represented nearly 25% of the jail population (155 people) and nearly half were black men (76 people). The JPR will review an estimated 300 cases each year, expediting release and resolution for half of the cases reviewed. SJC partners have also determined the need for more intensive case review and resolution on a regular basis, building on COVID response efforts. CCSF will launch quarterly intensive case resolution in which prosecution and defense discuss a 30-50 cases over two-to-three days. Intensive case resolution will include time to discuss themes and develop policy solutions. The JPR will continue to focus on people with long stays, establishing regular review to increase accountability and progress on these complex cases. Lastly, the JPR will address the needs of high utilizers with short stays, developing service protocols with DPH and HSH and addressing issues related to holds.

**3) Improve Case Processing.** CCSF will re-imagine and re-invigorate its efforts to improve case processing. In the past year, the Superior Court formed a workgroup to address recommendations in the Case Processing Plan developed by TA partner Justice Management Institute (JMI). This workgroup was newly formed when the COVID-19 quarantine began and was unable to continue meeting. In the current moment, coordinating criminal case priorities is more important than ever. The Court will work with JMI to adjust the case management plan and maintain successful COVID mitigation efforts such as expedited case resolution options. The SJC-funded Court Analyst will finalize dashboards for judges to monitor progress, informed by JMI's work and performance measures developed by Measures for Justice.

SJC partners agree that all parties can be more precise and efficient when setting the direction of a case. While the Court sets the standards for how cases move through the system, prosecution and defense counsel have a critical role in ensuring procedural justice and efficient case flow. CCSF will explore changes to administrative policy that address case processing challenges, starting within SFDA. SFDA will develop a values-driven case management plan that prioritizes movement on in-custody cases.

**4) Increase Healthy Connections.** Addressing behavioral health needs of people in custody remains an urgent priority for CCSF, where over 75% of people in jail are estimated to have either serious mental illness and/or a history of substance use. CCSF will address recommendations developed through the Sequential Intercept Mapping (SIM) process. First, CCSF will build formal partnerships across justice, public health, and housing systems to align efforts and identify ongoing funding streams to serve justice-involved people. Partnerships will be informed by a cross-system high utilizers analysis conducted by the CA Policy Lab at University of CA, Berkeley.

Second, SJC partners will develop new protocols to serve people who touch multiple systems. Partners will start by improving processes to identify and serve the 237 individuals jointly identified as "high priority" for housing and public health when they come into jail. Over 37% of CCSF's homeless population is black, making this a critical step in reducing disparities. The SJC-funded DPH clinician will support this process, assessing and treating an estimated 50-60 clients each year and generating JPR referrals. Lastly, SJC partners will play a role in the citywide effort to build out a coordinated, 24-hour, non-law-enforcement behavioral health crisis response system. This is a priority in the proposed fiscal year 2020-2022 budget, informed by community and justice partner advocacy.

**5) Drive with Data.** SJC will continue to play a central role in building a more transparent, data-driven justice system in CCSF. The SJC Data Team, composed of analysts and research directors, will continue to assess jail trends and data-sharing needs. The team will develop an analysis of young black men in jail, building on Burns Institute research, to inform racial disparities reduction. Team members will develop internal and public-facing dashboards, building on the work of the Justice Dashboard. Data Team members will help lead broader public safety data-sharing through the City's JUSTIS initiative.

**A Systematic Approach to RED Reduction:** CCSF will lead with race in every strategy. One of the barriers to RED reduction is the perception that disparities are everyone's responsibility and thus no one's explicit responsibility. While disparities often appear further upstream – in police stops, school discipline, etc. – SJC partners commit to owning their responsibility for jail disparities reduction, while linking to broader efforts to increase racial equity and address root causes. SJC partners adopted a racial equity statement acknowledging the harm that the justice system has done in communities of color and committing to disparities elimination. Since taking office in January 2020, DA Boudin appointed the first Managing Attorney of Diversity, Equity and Inclusion who will co-chair the Criminal Justice Racial Equity Workgroup (CJREWG) with Adult Probation. The CJREWG will continue to be the primary home for refinement of RED reduction efforts, monitoring data and goals, and adjusting strategies as needed.

**Learning from COVID:** CCSF is fully committed to sustaining COVID-19 jail reductions – indeed, the closure of CJ4 has made it necessary. Several critical COVID-19 policies included: prioritization of in-custody cases; increased pretrial release through bail reform and community support; stipulated release for people sentenced to jail; and greater reentry coordination. These policies built on SJC efforts, and, as noted above, will be maintained in the next two-year grant period.

## RESULTS:

**Sustaining COVID-19 Reductions:** In order to sustain an ADP below 750 and reduce racial disparities, CCSF has refined and enhanced its five strategies to build in successful COVID mitigation efforts such as shared focus on in-custody review, expanded pretrial release, expedited case resolution, and stronger reentry coordination. CCSF will be able to achieve its population and disparities reduction goals because strategies and activities are built around the main drivers of jail population, as outlined below.

**Very Short Stays: Ending Money Bail and Increasing Pretrial Release.** According to JFA analysis in 2018, 54% of all releases from jail took place in under three days. CCSF has undertaken major reforms to bail and pretrial release practices to reduce very short stays. First, SFDA has ended the practice of asking for money bail for people who are incarcerated pretrial. Second, in February 2020, CCSF implemented the Buffin settlement which ended the Sheriff's use of the bail schedule. The settlement mandates that the Public Safety Assessment (PSA) report go to the Court within 8 hours from ID confirmation, and that the Sheriff's Office use PSA results to determine release if the Court has not made a release decision within 18 hours or a law

enforcement agency requested extended time. In the past three months of Buffin implementation (June 1 thru August 31, 2020), 17% of all bookings into the jail were eligible for pre-arraignment review.

Though CCSF's practices will be influenced by the outcome of a November voter referendum on bail reform, the local use of money bail pre-arraignment has ended. SJC renewal funds will be used to monitor the impact of these changes on the jail population and make improvements. CCSF's PSA tool is currently undergoing validation by the CA Policy Lab, whose analysis will include an assessment of the PSA's intersection with race. Partners will use findings, along with lessons learned from JPR case review, to inform further discussion on the PSA and pretrial release decisions. Community partner SF Pretrial has seen their caseload volume increase by 250% and is working with the CA Policy Lab to evaluate services.

**Frequent Short Stays: Meeting the Needs of High Utilizers.** Many people have multiple jail contacts each year: according to JFA's 2018 analysis nearly 30% of all people released had two or more jail releases within the year inclusive of 12% who had three or more releases. Partners share an understanding that many frequent utilizers have unmet behavioral health needs, and that this overlap contributes to racial disparities. Black people with a history of substance use make up the single largest racial group in jail with a behavioral health issue according to local analysis. Behavioral health needs are also linked to longer jail stays – people with no behavioral health challenges stay in jail for an average of 14 days, but the average LOS is 20 days for people with a history of substance use, 24 days for people with mental illness, and 35 days for people with both substance use and mental illness. CCSF's approach to reducing jail contacts and LOS for people with behavioral health needs centers around collaboration with public health and housing partners. SJC renewal funds will be used to support a DPH jail-based clinician based and an SFDA mental health sentencing planner. These positions will identify cases for JPR and expedite referrals to community treatment.

CCSF is also undertaking major, citywide changes to its behavioral health crisis response system. The fiscal year 2020-2022 budget includes \$4 million for a Street Crisis Response Team pilot program as part of the implementation of Mental Health SF, the City's framework for improving behavioral health responses to people experiencing homelessness. The proposed budget also includes funding to establish an Office of Coordinated Care within DPH, increasing behavioral health bed capacity to reduce wait times, and expanding service hours at the Behavioral Health Access Center. With SJC support, the CA Policy Lab is working on a "high utilizers" report that will provide more in-depth information on the housing and mental health needs of people in jail. This research will inform future citywide collaboration to better serve justice-involved people.

**Long Stays: Improving Case Processing.** CCSF must improve case processing and address lengthy stays to sustain reductions to the jail population. A snapshot from July 2020 shows that fully 32% of the jail population had been in custody for more than one year inclusive of a cohort of 13% who had been in custody more than 3 years. JMI analysis found that as of January 2019 CCSF had a backlog of roughly 38% in which cases exceeded CA's 365-day resolution standards, building on earlier findings by the JFA Institute that court continuances are a key driver of the local jail population.

CCSF will develop a collaborative, values-driven criminal case management system across the Court, prosecution, and defense counsel to address these lengthy stays. CCSF's JPR will help drive accountability around lengthy stays. The JPR team will also focus on a subset of cases that contribute to both lengthy stays and racial disparities: robberies and burglaries represent nearly 25% of the jail population, with half of those associated with black men. CCSF will engage with SJC Fellows and community members to develop restorative, community-based responses to these types of offenses.

**Greatest Challenges:** Justice and community partners came together to safely and rapidly reduce the jail population in response to COVID-19. This collective effort produced many strong policies and partnerships. SJC partners must now contend with how to embed changes into ongoing work and maintain the urgency of the initial response over a longer period, while CCSF faces a serious budget deficit due to the pandemic. Many of the community investments CCSF made to support jail reductions in response to COVID-19 were intended as temporary, emergency measures. As the pandemic continues, CCSF will need to continue investments that address the housing, service, and treatment needs of people who come into jail. SJC will provide space for these planning efforts; partners will determine what can be done with existing resources and where additional City funds may be needed to sustain reductions.

**Ensuring disparities reduction:** CCSF will focus its continued SJC work on reducing racial disparities. This means that partners agree to proactively frame all planning and evaluation around the impact on people of color in jail, and to build in feedback mechanisms to ensure accountability for results. Changes to pretrial release, mental health and housing access, case processing, and RJ options will be designed around the needs of people of color and reviewed for their impact on disparities. SJC Fellows will participate in the development of these strategies and facilitate engagement with communities of color to solicit input and feedback. Fellows will share findings and facilitate discussion at public SJC Workgroup and CJREWG meetings.

**Metrics to track:** The SJC Data Team will support collection of metrics and evaluation of strategies in consultation with ISLG and the CA Policy Lab. The Data Team includes the SJC-funded Jail Population Analyst in the Sheriff's Office, a Criminal Case Analyst at the Superior Court, and a Lead Data Scientist at SFDA (supported through local general funds). These staff, along research and data staff from Adult Probation and SF Pretrial, will track the following metrics: Number and LOS of black people in jail for robberies/burglaries; Disparity for black people in jail; Length of time between bookings and LOS for people with 3+ bookings/year; Number of continuances and LOS for people with violent/serious cases; LOS of stay for people with behavioral health needs.

**LEADERSHIP:**

**Partners:** CCSF's SJC initiative will continue to be a partnership between the Superior Court, Sheriff's Office, Department of Public Health (DPH), Adult Probation Department (APD), Public Defender's Office (PD), convened by the District Attorney's Office (SFDA). Each partner is fully committed to continued SJC efforts; partners are consistently represented by senior staff in collaborative spaces such as the SJC Workgroup, JPR meetings, and SJC Data Team meetings.

In addition, SJC partners will engage three critical partners who have been less fully engaged in SJC efforts: the Police Department (SFPD), Department on Homelessness and Supportive Housing (HSH), and Department of Children, Youth, and Their Families (DCYF). SFPD and SJC partners worked together to implement a successful local replication of Law Enforcement Assisted Diversion (LEAD), and SFPD has been an active participant in the Criminal Justice Racial Equity Workgroup (CJREWG) convened by SJC partners. SFPD is a critical partner in diverting people from jail and maintaining low booking numbers; going forward SJC partners will work closely with SFPD on the next iteration of coordinated citywide response for people experiencing a mental health crisis. SFPD and SJC partners will also collaborate to develop an enhanced strategy for responding to serious violence among individuals in groups/gangs, implementing conflict mediation and credible messenger techniques.

SJC and HSH have identified a need to partner more closely to ensure that individuals with jail contact are connected to CCSF's homelessness response system. HSH has identified a point person to participate in the SJC Workgroup and is partnering with SJC and the CA Policy Lab on an analysis of high utilizers across the criminal justice, public health, and housing systems. This work will build on efforts launched through the SJC to support emergency bridge housing for people leaving jail as they await access to permanent supportive housing and other housing resources. As the largest local government funder of community-based programs, DCYF is a critical partner to sustain programming for young adults of color. SJC partners will engage DCYF in collaborative planning conversations to inform their next round of funding.

**Public Accountability:** The SJC Workgroup has been identified by the Board of Supervisors as a trusted space to ensure public accountability, as evidenced by the Board's decision to entrust the planning for CJ4 closure with the group. The SJC will continue to operate as a public meeting space and will continue outreach to community partners represented by the No New Jail Coalition, among others. Additionally, updates about SJC efforts will be shared at public meetings of the Sentencing Commission, the Criminal Justice Racial Equity Workgroup (CJREWG), the Reentry Council (convened by Adult Probation), and at SFDA's Victims and Justice Involved Community Advisory Boards.

**Overcoming Opposition:** CCSF's SJC initiative has fostered collaboration among leaders and stakeholders by holding partners to shared goals and values, building analytic capacity to inform decisions, bringing in fresh perspective, and demonstrating results. SJC investment primed CCSF to respond rapidly to COVID-19, laying the foundation for shared work to reduce the jail population and preventing an outbreak like that in CA's state prisons. CCSF was able to navigate the sometimes contentious, highly public CJ4 closure process due to the SJC – the commitment to partnership and to SJC goals kept everyone coming to the table. Similarly, partners may not all agree on the best ways to reduce racial disparities in the jail, but with TA from the SJC network and a strong track record we are prepared to keep iterating until shared goals are accomplished.

**LEARNING & EVALUATION:**

**Best Practices:** CCSF is a case study in what can be accomplished when justice system and community members work together and when local leadership supports SJC goals: it is possible to rapidly reduce local jail populations, and even close a jail, without increasing crime. Many of the strategies that CCSF implemented to fulfill SJC goals have the potential to inform activities in other jurisdictions, including bail reform, progressive prosecution approaches, restorative justice programs, and efforts to increase data use and shared focus on in-custody populations such as the JPR.

Across the country there is a rising awareness that money bail is inequitable and does not increase public safety. After all, someone's financial status has no connection to their likelihood of coming back to court or of committing another crime. Between implementation of the Buffin settlement and SFDA's decision not to ask for money bail, CCSF has one of the most progressive bail policies in the nation. CCSF is tracking the impact of these policy changes on the jail and public safety and will have important lessons to share about what happens when financial status is not tied to jail release.

Beyond bail reform, District Attorney Boudin and SFDA are at the forefront of the progressive prosecution movement nationally. SFDA strives to create policies that promote racial justice, end the criminalization of poverty, and combat mass incarceration by relying on incarceration as a last—and not first—resort. Recent accomplishments related to SJC goals include: eliminating the use of sentencing enhancements; ending the prosecution of contraband cases related to pretextual stops; and creating a truth, justice, and reconciliation commission to engage with communities harmed by law enforcement conduct. SFDA has strong research partnerships with organizations such as the CA Policy Lab and Stanford Computational Lab and uses data-backed evidence to inform decisions.

Two successful evidence-based models developed by SFDA and expanded through the SJC are the sentencing planning

program and restorative justice. Sentencing Planners employ a validated tool and their expertise in local resources to provide options for prosecutors to use in the disposition of the case. A 2014 UC Berkeley study of SFDA's Sentencing Planning Program found compelling evidence that it reduces recidivism and prosecutor reliance on incarceration. SFDA's "Make It Right" program is a RJ model for youths, aged 13-17, facing prosecution for felony charges. SFDA partnered with researchers to conduct a randomized controlled trial and found that youth who completed the program had a 24-month recidivism rate of just 13% while similar young people who experienced the traditional system had a recidivism rate of 53%. SFDA seeks to expand this successful work through the SJC renewal grant.

CCSF also has practical lessons to share about how to implement tools and structures that help sustain a shared focus on in-custody populations. Through persistence – and informed by the excellent work of other SJC sites – CCSF has established a JPR process in which information about mental health needs can be safely and lawfully shared, and where partners discuss serious, sometimes violent, cases. CCSF's SJC partnership relies on dashboards and data tools to inform JPR activities and broader jail population reduction strategies and will create new tools to guide the next phase of implementation.

**Sharing/Communicating CCSF's SJC Work:** CCSF has much to share about ending the misuse and overuse of jails, but we have much to learn as well. SJC partners have sought and participated in two-way sharing and communication about local efforts with other sites in CA and nationally, engaging in ongoing learning with Cook County, Philadelphia, Pima County, and others. CCSF also hosted the first convening of CA SJC sites in January 2020, working with Site Coordinators and the Foundation to develop two days of collaborative sessions focused on bail reform, housing, and CA-specific funding streams. CCSF has been actively involved in SJC Network meetings, participating in panels and bringing a full team to each in-person – and now virtual – convening.

Locally, CCSF highlighted its SJC work at presentations before the Board of Supervisors and at public meetings of the Reentry Council, Sentencing Commission, and other local policy bodies. CCSF's SJC partnership became known as a space for effective, collaborative work, resulting in the Board decision to codify it as a public body and entrust it via local ordinance with the CJ4 closure planning process. This process has been highly public, with members of local advocacy coalitions in attendance at meetings.

CCSF has also engaged in broader communications efforts to share innovative local policies related to jail population reduction, including the closure of CJ4. M+R has been a useful thought partner in these efforts and CCSF will continue to make use of their expertise over the next two years. Currently, SFDA is planning a series of white papers that will launch with the CJ4 closure story and SJC's role in its success.

#### **SUSTAINABILITY / NEXT STAGES:**

**Funding and partners:** CCSF and SFDA have a long track record of successful fundraising for innovative, collaborative work. More importantly for the SJC initiative, however, local partners have used grant funds to pilot new ways of working and then embedded effective efforts in sustainable funding streams. Among other examples, CCSF's Young Adult Collaborative Court and Make It Right youth restorative justice program were both launched with grant funds and then moved to ongoing local funding after demonstrating impact. The MacArthur investment will serve as a demonstration project to show local justice partners and leaders that a different way of working is possible. Positive outcomes for individuals at the center of harm can be used to drive justice reinvestment, diverting funds from punitive systems toward community-driven solutions. The City and County of San Francisco's proposed fiscal year 2020-2022 budget acknowledges structural inequities resulting from generations of disinvestment and reinvests \$120 million in funds over two years, predominately from the police and sheriff departments, towards efforts to repair the legacy of racially disparate policies.

SFDA will work with the Human Rights Commission, who is responsible for allocation of these local justice reinvestment funds, the Department of Children Youth and their Families, the largest local government grant-maker, to plan the inclusion of SJC efforts in the long-term funding portfolio. In year two, using the outcomes and stories from implementation and with a co-developed funding strategy, SJC partners will submit a formal budget request to the Board of Supervisors and the Mayor to access additional local resources to support continuation of SJC strategies.

**Challenges:** CCSF faces a serious budget deficit due to the COVID-19 pandemic. The City's housing, treatment, and community service infrastructure is and will face serious challenges to meet increased demand. In these tight fiscal times, when local government budgets are shrinking dramatically, CCSF has an opportunity to show that justice partners can work together to end the misuse and overuse of jails, reduce racial disparities, and connect people to community-based supports that are better for public safety and are also more cost effective.

**Funding Sources:** This proposal will be supported by other current efforts focused in pursuit of CCSF's vision of a more just and effective system. Funds leveraged from the following initiatives will support the SJC initiative:

- **RJ Collaborative:** A group of community leaders convened by SFDA who seek to advance the practice of RJ in San Francisco, particularly among communities of color.
- **Restorative Rapid Restitution:** SFDA is working with Arnold Ventures on a proposal to supplement the rapid restitution

fund to better serve victim/survivors as they heal.

- **Tipping Point Bridge Housing Fund:** Local funder Tipping Point Communities has awarded up to \$1 million to SJC partner SF Pretrial to improve assessment and connection to the City's homelessness and housing support system. This investment was a direct result of SJC collaboration and a learning trip to the LA Office of Diversion and Reentry.
- **Truth, Justice and Reconciliation Commission:** A space for SFDA to hear from victim/survivors harmed by law enforcement conduct, develop new pathways to justice, and re-examine what justice looks like for marginalized groups.

#### PAST PERFORMANCE:

**Closing a Jail in San Francisco:** This September, CCSF closed a jail long known to be unsanitary and seismically unsafe. CCSF met this milestone due to MacArthur investment: the SJC initiative enhanced trust and collaboration among local stakeholders, laid the foundation for rapid population reductions of nearly 40%, and provided a space for community advocates to engage with the CJ4 closure process. As CCSF's jail population has dropped, crime rates remained well below their historical average, demonstrating that we can protect the health and safety of *all* San Franciscans through decarceration.

CCSF could have taken another path – the City could have built a new jail. Despite many years of work to eliminate mass incarceration, the jail population continued to hover around 1200 people making it infeasible to close CJ4 without a replacement. Indeed, in 2015, CCSF was on track to spend approximately \$600 million to construct a new facility. But the community said no: a new jail would exacerbate the staggering racial inequalities in local incarceration. Former DA George Gascón said no as well: a new jail would ignore the behavioral health needs of people in custody. And ultimately, our Board of Supervisors said no: acknowledging the reality that jails do not make us safer. Instead, CCSF chose to use its SJC grant to identify a different path forward.

**How Did We Get Here? SJC Strategy Implementation:** CCSF's path towards accomplishing these goals has not been straightforward. At the beginning of 2019, shortly after SJC award, the ADP had crept up to over 1400 people – an increase from our baseline of 1210. It was also an election year, with critical leadership positions on the ballot including the Mayor, Sheriff, and a hotly contested race for District Attorney. The SJC supported partners as they pursued collaborative work together, building on trust established through the initial SJC innovation grant.

By the end of 2019, election results were in and SJC partners had reduced the ADP back down to 1200 through increased pretrial release and connection to community-based support. With this strong foundation in place, SJC partners and newly elected leadership were poised to respond rapidly to COVID. Now, midway through 2020, SJC partners have fulfilled initial strategy goals, closed CJ4, surpassed the original 15% ADP reduction target and seek to sustain a nearly 40% ADP reduction. Progress under each SJC strategy is outlined below.

**1) Rooting Out Implicit Bias.** Supported by the SJC, SFDA implemented steps to mitigate and eliminate the impact of bias on prosecutor charging decisions. Charging attorneys now complete action steps modelled after implicit bias bench cards prior to making charging decisions. The Criminal Justice Racial Equity Working Group (CJREWG) developed a racial equity statement and an "Agenda for Action." As part of the action plan, partners inventoried implicit bias trainings conducted by criminal justice agencies and recommended additional SJC-funded training. Though planned trainings were disrupted by COVID, partners adjusted and launched a new training series addressing racism and implicit bias.

**COVID-19 and Disparities Reduction:** Partners tracked the impact of COVID mitigation activities on racial disparities, and disparities have not worsened – but nor have they improved. Reducing racial disparities, particularly the over-representation of black men in jail, is a central focus of CCSF's renewal application and will build on work developed under the initial grant.

**2) Increasing Transparency and Reducing Repeat Bookings.** CCSF launched a JPR composed of system and community stakeholders who met 20 times in the past year, reviewing an estimated 150 cases and expediting release/resolution for roughly half the cases reviewed. The JPR team developed data-sharing agreements and an effective process to advance release of people held in jail despite a "release recommended" score on the local PSA due to repeat bookings or a person-involved incident. SJC partners developed alerts when a high utilizer is booked to enable faster coordination. Partners will use lessons learned to drive PSA revisions and enhance service models for people with repeat bookings.

**COVID-19 and Pretrial Release:** SJC partners built on the JPR platform to pursue additional releases of those held pretrial at the onset of COVID-19. Community partner SF Pretrial has seen their caseload volume increase by 250% due to bail reform and COVID mitigation activities.

**3) Exploring Expedited Case Processing.** TA provider JMI provided a report describing local legal culture and recommendations regarding case management standards that were shared with judges and SJC stakeholders in fall 2019. The Superior Court established a workgroup to begin implementing JMI's recommendations. This work was disrupted by the onset of COVID-19, however the Court proceeded to work with Measures for Justice to develop performance measures relevant to case processing. The SJC-funded Court Analyst developed draft dashboards to inform case processing improvements.

**COVID-19 and Case Review:** SJC partners implemented process changes to speed up case processing in response to COVID-19.

The Superior Court is holding video hearings and created new options for settlement. Partners reviewed cases of people sentenced to county jail for early release; between March and September 2020, the courts approved 61 early releases.

**4) Increasing Healthy Connections.** Two positions were hired to increase access to behavioral health supports: a jail based DPH clinician and an SFDA sentencing planner. CCSF launched a pilot program to facilitate transitions from jail into housing supports, supported by SJC and Tipping Point (a local funder). CCSF also conducted a two-day Sequential Intercept Mapping (SIM) with 34 system and community partners in fall 2019. One major SIM recommendation was to explore alternative behavioral health crisis response models; \$4 million is included in CCSF's proposed budget for a pilot program.

**COVID-19 and Reentry Coordination:** To ensure the health and safety of individuals leaving jail, SJC partners connected people to new housing supports funded by DPH, Adult Probation, and the SJC pilot. SFDA developed a notification system for charging decisions that allowed DPH to plan for safe release at the earliest point possible.

**5) Enhancing Data-Driven Decision-Making.** SJC partners launched the Justice Dashboard, which reviews subsequent criminal justice contact and is disaggregated by race, gender, age and offense type. The SJC data team met regularly to provide jail trend data and inform JPR case selection. SJC partners drafted a cross-agency data-sharing agreement for the JUSTIS hub and proposed citywide criminal justice performance measures.

**Community Engagement:** Community partners such as SF Pretrial have been part of the SJC workgroup from the start. The CJ4 closure planning process led by SJC was an opportunity to expand and deepen engagement with people of color impacted by incarceration. CCSF's Reentry and Family Violence Councils designated new voting members to sit on the SJC and members of SF's No New Jail Coalition were encouraged to join public planning meetings, which ranged from 35-50 participants.

**Lessons Learned:** SJC partners have learned that to reduce racial disparities we must address structural racism and work more closely with communities of color at the center of harm. To that end, partners have developed new activities and a fellowship to ensure ongoing community leadership. The SJC has taught partners the importance of analytic capacity and of bringing in fresh perspective through TA – partners now see these resources as critical to reducing disparities. Most importantly, the SJC has shown partners how much is possible when we work together in pursuit of shared goals: a 40% jail population reduction, closure of an unfit jail, and a safer San Francisco for all residents.

## QUESTIONS REGARDING USE OF FUNDS

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

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

### Payments Made to Individuals or Entities Not Employed by Your Organization

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Not applicable.

### Re-Grants

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

Funds support unsupervised entities:            No

### Scholarships / Awards

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**Will MacArthur funds support scholarships or awards?****Fund scholarships / awards:** No**Travel****Will MacArthur funds be used to make payments to or on the behalf of meeting participants/attendees who are not employed by you and who are not providing a specific service to you?****Fund individual travel reimbursement:** No**Geographic Focus of Work**

The City and County of San Francisco.

**Locations Under Sanction****Will MacArthur funds support activities taking place in locations under US sanction? (See <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for a complete list of countries.)****Locations under US sanction:** No**Research****Will this project support research?** No**Activities in the US / Non-US Organizations****For organizations NOT based in the US, will grant funds be used to perform activities in the US such as fiscal agent duties, meetings, research or conferences?*****If you are a U.S. based organization, select "No".*****Funds for fiscal agent duties, research or conferences:** No**▼ DOCUMENTS****GRANT DOCUMENTS*****If you are applying for Project Support, please upload a project budget. If you are applying for either Project or General Operating Support, please upload a list of key staff and their bios. There is a template for submitting the list of key staff located in the portal Document Library.******To upload documents, click on the plus symbol to the right of the Project Document Library heading below. Before completing, please select a document type - Budget Proposal or Key Project Staff - from the upload dropdown menu.******After your document is uploaded, please check the corresponding box in the blue checklist.***

Grant Documents: Required



- List of Key Staff
- Key Staff Bios
- Project Budget (required if applying for project support) 
- Project Budget Narrative (required if applying for project support) 

#### Grant Documents: If Applicable

- IRB Approval Letter
- Project Adoption Letter

#### PROJECT DOCUMENT LIBRARY

Proposed Implementation Strategies\_SF SJC Renewal App\_09-22-20.xlsx

##### Other Documents/Media

Added by Tara Anderson at 4:21 PM on September 24, 2020

Attachment B\_Budget Narrative\_SF SJC Renewal App\_09-23-20.pdf

##### Budget Narrative

Added by Tara Anderson at 11:48 AM on September 24, 2020

Attachment A\_Budget\_SF SJC Renewal App\_09-23-20.pdf

##### Budget Draft

Added by Tara Anderson at 11:47 AM on September 24, 2020

#### ORGANIZATION DOCUMENTS

*For current or prior grantees who have uploaded organization documents to the grantee portal in the past: please review your uploaded documents in the Organization Document Library below. To add updated documents, click on the green plus sign in the Organization Document Library.*


*After your documents are uploaded, please check the corresponding boxes in the checklist.*

**Are your organization documents current and correct?**      No

*If your organization documents are outdated, please upload the most current versions by clicking on the green "plus" sign next to the specified document type (scroll down the form to find the library).*

**Please do not delete prior / outdated versions of your organization documents. *These are part of your grant records for other projects we have funded.***

#### Organization Documents Required

- Audited Financial Statements (last 2 fiscal years)
- Current Fiscal Year Operating Budget 
- Latest Unaudited Financial Statement
- List of Organization Board Members (not required if the Organization applying is non-ER)

Organizing Documents - Charters, Statutes, Constitution or Articles of Incorporation (for first-time applicants)

**Organization Documents: If Applicable / Available**

Indirect Costs / How Calculated

**ORGANIZATION DOCUMENT LIBRARY**

Attachment D\_SFDA Organizational Budget FY 20-22.pdf

**Budget, Organization Operating**

Added by Tara Anderson at 11:52 AM on September 24, 2020

SFDA DUA - executed.pdf

**Memorandum of Understanding**

Added by Tara Anderson at 11:48 AM on August 20, 2019

CCSF\_SJC\_BudgetNarrative\_FINAL-Revise 10.15.18.docx

**Other / Due Diligence**

Added by Tara Anderson at 8:50 AM on October 15, 2018

CCSF\_Budget Detailv7 10.3.18.xlsx

**Other / Due Diligence**

Added by Tara Anderson at 8:40 AM on October 15, 2018

CCSF Tax Exemption Letter.pdf

**Tax Letter**

Added by Tara Anderson at 9:01 PM on June 14, 2018

Roster of Members \_ Board of Supervisors.pdf

**Board List**

Added by Tara Anderson at 7:38 PM on June 7, 2018

CCSF\_Single\_Audit\_Report\_FY2016.pdf

**Financial Statements, Organization (Audited)**

Added by Tara Anderson at 7:36 PM on June 7, 2018

CCSF\_CHARTER.pdf

**Bylaws**

Added by Tara Anderson at 7:33 PM on June 7, 2018

City and County of San Francisco Charter\_WhistleBlower.docx

**Policy, Whistleblower**

Added by Tara Anderson at 7:23 PM on June 7, 2018

## ORGANIZATION DOCUMENT LIBRARY

District\_Attorneys\_Office\_SIA.pdf

**Policy, Conflict of Interest**

Added by Tara Anderson at 7:23 PM on June 7, 2018

Regulations Related to Conflicts of Interest – San Francisco Ethics Comm...

**Policy, Conflict of Interest**

Added by Tara Anderson at 7:22 PM on June 7, 2018

CCSF\_Single\_Audit\_Report\_FY2017.pdf

**Financial Statements, Organization (Audited)**

Added by Tara Anderson at 7:21 PM on June 7, 2018

CSF\_Budget\_Book\_2017\_Final\_CMYK\_LowRes.pdf

**Budget, Organization Operating**

Added by Tara Anderson at 7:14 PM on June 7, 2018



**ATTACHMENT A: CCSF RENEWAL APPLICATION BUDGET**

<b>Cost Category</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
<b>I. Personnel</b>		<b>\$ 605,891</b>	<b>\$ 855,312</b>	<b>\$ 1,461,204</b>
DAT	1824 Principal Administrative Analyst- SJC Project Director 1.0 FTE	\$ 133,325	\$ 144,902	\$ 278,227
DAT	1824 Principal Administrative Analyst- Fringe Benefits	\$ 55,579	\$ 60,405	\$ 115,983
DAT	8133 Victim/Witness Investigator III-Mental Health Diversion Planner 1.0 FTE*	\$ 74,137	\$ 115,567	\$ 189,704
DAT	8133 Victim/Witness Investigator III-Fringe Benefits	\$ 32,991	\$ 51,427	\$ 84,418
PDR	8177 Criminal Defense Attorney 0.25 FTE	\$ 32,749	\$ 34,735	\$ 67,484
PDR	8177 Criminal Defense Attorney-Fringe Benefits	\$ 15,294	\$ 16,221	\$ 31,515
DPH	2932 Behavioral Health Clinician 1.0 FTE*	\$ 63,410	\$ 102,866	\$ 166,276
DPH	2932 Behavioral Health Clinician- Fringe Benefits	\$ 11,852	\$ 19,226	\$ 31,078
SHF	1823 Senior Administrative Analyst- Jail Population Analyst 1.0 FTE*	\$ 69,564	\$ 113,847	\$ 183,411
SHF	1823 Senior Administrative Analyst- Fringe Benefits	\$ 26,782	\$ 51,427	\$ 78,209
COURT	Administrative Analyst III- Criminal Case Analyst 1.0 FTE*	\$ 69,392	\$ 111,300	\$ 180,692
COURT	Administrative Analyst III- Fringe Benefits	\$ 20,818	\$ 33,390	\$ 54,208
<b>II. Professional Services</b>		<b>\$ 199,500</b>	<b>\$ 312,000</b>	<b>\$ 511,500</b>
DAT	Stipends for Graduate Interns	\$ 7,000	\$ 7,000	\$ 14,000
CCSF	Fellowship Program	\$ 100,000	\$ 200,000	\$ 300,000
CCSF	Disparties Reduction Training and TA	\$ 22,500	\$ 45,000	\$ 67,500
CCSF	Case Processing Training and TA	\$ 20,000	\$ 10,000	\$ 30,000
CCSF	Disparities Reduction Program Investment	\$ 50,000	\$ 50,000	\$ 100,000
<b>III. Data Enhancements (e.g., IT system improvements, technology, staff)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>IV. Equipment and Hardware</b>		<b>\$ 2,200</b>	<b>\$ 1,096</b>	<b>\$ 3,296</b>
CCSF	Computers and Software for Staff	\$ 2,200	\$ 1,096	\$ 3,296
<b>V. Travel (e.g., airfare, hotel accommodations, food and incidentals)</b>		<b>\$ 8,000</b>	<b>\$ 16,000</b>	<b>\$ 24,000</b>
CCSF	SJC Network Meetings	\$ 8,000	\$ 16,000	\$ 24,000
<b>VI. Meeting Expenses (e.g., meeting space, food and supplies)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>VII. Indirect Costs (not-to-exceed 15%)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total</b>		<b>\$ 815,591</b>	<b>\$ 1,184,408</b>	<b>\$ 2,000,000</b>

<b>Notes:</b>	<p>1) Positions indicated with an asterisk will be covered by the approved no-cost extension of the initial SJC implementation grant for the first four months of year one (January – April 2021).</p> <p>2) In year two, using the outcomes and stories from implementation and with a co-developed funding strategy, SJC partners will submit a formal budget request to the Board of Supervisors and the Mayor to access additional local resources to support continuation of SJC strategies.</p>
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## **ATTACHMENT B: BUDGET NARRATIVE AND COMPLEMENTARY FUNDING**

### **City and County of San Francisco (CCSF) Safety and Justice Challenge Implementation Site Renewal Application Grant Period: January 1, 2021 – December 31, 2022**

#### **NOTES ON SUSTAINABILITY AND COMPLEMENTARY FUNDING**

The City and County of San Francisco (CCSF) and the District Attorney's Office (SFDA) have a long track record of successful fundraising for innovative, collaborative work. More importantly for the SJC initiative, local partners have used grant funds to pilot new ways of working and then embedded effective efforts in sustainable funding streams. Among other examples, CCSF's Young Adult Collaborative Court and Make It Right youth restorative justice program were both launched with grant funds and then moved to ongoing local funding after demonstrating impact. MacArthur's investment will serve as a demonstration project to show local justice partners and leaders that a different way of working is possible. Positive outcomes for individuals at the center of harm can be used to drive justice reinvestment, diverting funds from punitive systems toward community-driven solutions. San Francisco's proposed fiscal year 2020-2022 budget acknowledges structural inequities resulting from generations of disinvestment and reinvests \$120 million in funds over two years, predominately from the police and sheriff departments, towards efforts to repair the legacy of racially disparate policies.

SFDA will work with the Human Rights Commission, who is responsible for allocation of these local justice reinvestment funds, the Department of Children Youth and Their Families, the largest local government grant-maker, to plan the inclusion of SJC efforts in the long-term funding portfolio. **In year two, using the outcomes and stories from implementation and with a co-developed funding strategy, SJC partners will submit a formal budget request to the Board of Supervisors and the Mayor to access additional local resources to support continuation of SJC strategies.**

**Complementary Funding Sources:** This proposal will be supported by other current efforts focused in pursuit of CCSF's vision of a more just and effective system. Funds leveraged from the following initiatives will support the SJC initiative:

- **RJ Collaborative:** A group of community leaders convened by SFDA who seek to advance the practice of RJ in San Francisco, particularly among communities of color.
- **Restorative Rapid Restitution:** SFDA is working with Arnold Ventures on a proposal to supplement the rapid restitution fund to better serve victim/survivors as they heal.
- **Tipping Point Bridge Housing Fund:** Local funder Tipping Point Communities has awarded up to \$1 million to SJC partner SF Pretrial to improve assessment and connection to the City's homelessness and housing support system. This investment was a direct result of SJC collaboration and a learning trip to the LA Office of Diversion and Reentry.
- **Truth, Justice and Reconciliation Commission:** A space for SFDA to hear from victim/survivors of police and prosecutor misconduct, develop new pathways to justice, and re-examine what justice looks like for marginalized groups.

## 2-YEAR BUDGET NARRATIVE

### I. PERSONNEL

**2-YEAR TOTAL: \$1,461,204**

**Year 1 Personnel Amount: \$605,891**

**Year 2 Personnel Amount: \$855,312**

**1824 Principal Administrative Analyst: SJC Project Director** **2-Year Total: \$278,227**

Under the direction of the Director of Policy in the District Attorney's Office, the SJC Project Director will conduct day-to-day oversight of CCSF's participation in the Safety and Justice Challenge. In year two the Project Director's responsibilities will include developing plans to sustain SJC efforts after the grant ends. The skills required for this position fall under the 1824 Principal Administrative Analyst classification (step 4). This position is budgeted at 1.0 FTE, a fulltime benefited position, and is currently filled.

- Year 1 Salary: Annual salary of \$133,325 x 1 year = \$133,325
- Year 2 Salary: Annual salary of \$144,902 x 1 year = \$144,902

**Fringe Benefits: 1824 Principal Administrative Analyst** **2-Year Total: \$115,983**

Fringe benefits include Social Security, Medicare, Flex Benefits, Health Insurance, Dependent Coverage, Long Term Disability, Retirement, Unemployment Insurance and Dental Insurance. Fringe for this position is budgeted at 41.68% based on the annual salary per negotiated agreements.

- Year 1 Fringe: Annual salary of \$133,325 x 0.4168 x 1 year = \$55,579
- Year 2 Fringe: Annual salary of \$144,902 x 0.4168 x 1 year = \$60,405

**8133 Mental Health Diversion Planner** **2-Year Total: \$189,704**

Under the direction of the Chief of Victim Services in the District Attorney's Office, the Mental Health Diversion Planner will work with attorneys to identify treatment and disposition options for individuals with mental health needs. The skills required for this position fall under the 8133 Victim/Witness Investigator III classification (step 4). This position is budgeted at 1.0 FTE, a fulltime benefited position, and is currently filled. Four months of this position in year one (January – April 2021) are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Salary: Annual salary of \$107,978 x 0.66 year = \$74,137
- Year 2 Salary: Annual salary of \$115,567 x 1 year = \$115,567

**Fringe Benefits: 8133 Mental Health Diversion Planner** **2-Year Total: \$84,418**

Fringe for this position is budgeted at 44.5% based on the annual salary per negotiated agreements. Four months of this position in year one (January – April 2021) are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Fringe: Annual salary of \$107,978 x 0.445 x 0.66 year = \$32,991
- Year 2 Fringe: Annual salary of \$115,567 x 0.445 x 1 year = \$51,427

**8177 Criminal Defense Attorney** **2-Year Total: \$67,383**

Under the direction of the Head Attorney in the Public Defender's Office, the Criminal Defense Attorney will participate in the jail population review, intense case resolution, and collaborative planning around case processing improvements. The skills required for this position fall under the 8177 Criminal Attorney classification (step 2). This position is budgeted at 0.25 FTE and is currently filled.

- Year 1 Salary: Annual salary of \$130,995 x 0.25 FTE x 1 year = \$32,749
- Year 2 Salary: Annual salary of \$138,940 x 0.25 FTE x 1 year = \$34,735

**Fringe Benefits: 8177 Criminal Defense Attorney****2-Year Total: \$31,515**

Fringe benefits include Social Security, Medicare, Flex Benefits, Health Insurance, Dependent Coverage, Long Term Disability, Retirement, Unemployment Insurance and Dental Insurance. Fringe for this position is budgeted at 46.7% based on the annual salary per negotiated agreements. This position is budgeted at 0.25 FTE.

- Year 1 Fringe: Annual salary of \$130,995 x 0.467 x 0.25 FTE x 1 year = \$15,294
- Year 2 Fringe: Annual salary of \$138,940 x 0.467 x 0.25 FTE x 1 year = \$16,221

**2932 Senior Behavioral Health Clinician****2-Year Total: \$166,276**

Under the direction of the Director of Jail Behavioral Health and Reentry Services in the Department of Public Health, the Behavioral Health Clinician will assess and refer people in custody to treatment. The skills required for this position fall under the Senior Behavioral Health Clinician classification (step 2). This position is budgeted at a 1.0 FTE, a fulltime benefited position, and is currently filled. Four months of this position in year one (January – April 2021) are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Salary: Annual salary of \$96,980 x 0.66 year = \$63,410
- Year 2 Salary: Annual salary of \$102,866 x 1 year = \$102,866

**Fringe Benefits: 2932 Senior Behavioral Health Clinician****2-Year Total: \$31,078**

Fringe for this position is budgeted at 18.7% based on the annual salary per negotiated agreements. Four months of this position in year one (January – April 2021) are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Fringe: Annual salary of \$96,980 x 0.187 x 0.66 year = \$11,852
- Year 2 Fringe: Annual salary of \$102,866 x 0.187 x 1 year = \$19,226

**1823 Senior Administrative Analyst: Jail Population Analyst****2-Year Total: \$183,411**

Under the direction of the Director of Programs at the Sheriff's Department, the Jail Population Analyst will gather data and use statistical tools to generate weekly jail population reports, trend analysis, and case lists for the Jail Population Review. The skills required for this position fall under the 1822 Administrative Analyst classification (step 1). This position is budgeted at a 1.0 FTE, a fulltime benefited position, and is currently filled. Four months of this position in year one (January – April 2021) are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Salary: Annual salary of \$106,080 x 0.66 year = \$69,564
- Year 2 Salary: Annual salary of \$113,847 x 1 year = \$113,847

**Fringe Benefits: 1823 Senior Administrative Analyst****2-Year Total: \$78,209**

Fringe for this position is budgeted at 38.5% based on the annual salary per negotiated agreements. Four months of this position in year one (January – April 2021) are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Fringe: Annual salary of \$106,080 x 0.385 x 0.66 year = \$26,782
- Year 2 Fringe: Annual salary of \$113,847 x 0.385 x 1 year = \$51,427

**Superior Court Administrative Analyst III: Criminal Case Analyst****2-Year Total: \$180,692**

Under the direction of the Chief Operating Officer for the Superior Court Criminal Division, the Criminal Case Analyst will develop a data baseline and dashboards to assist the court in improving case processing practices. The skills required for this position fall under the Administrative Analyst III classification (step 3). This position is budgeted at a 1.0 FTE, a fulltime benefited position, and is

currently filled. Four months of this position in year one (January – April 2021) are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Salary: Annual salary of \$104,088 x 0.66 year = \$69,392
- Year 2 Salary: Annual salary of \$111,300 x 1 year = \$111,300

**Fringe Benefits: Superior Court Administrative Analyst III**

**2-Year Total: \$54,208**

Fringe for this position is budgeted at 30% based on the annual salary per negotiated agreements. Four months of this position in year one (January – April 2021) are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Fringe: Annual salary of \$104,088 x 0.3 x 0.66 year = \$20,818
- Year 2 Fringe: Annual salary of \$111,300 x 0.3 x 1 year = \$33,390

**II. Professional Services**

**2-YEAR TOTAL: \$511,500**

**Year 1 Professional Services Amount: \$199,500**

**Year 2 Professional Services Amount: \$312,000**

**SJC Fellowship**

**2-Year Total: \$300,000**

The SJC Fellowship will fund 4-6 people with lived experience of incarceration and who have a deep understanding of the impact of racial disparities in the criminal justice system. SJC Fellows will support the racial equity goals and community engagement strategies of the initiative; participating in policy and program development and helping build the capacity of the DA's Office and partner organizations to deliver effective services to the community through coaching, training, and technical assistance. Fellows will receive stipends and dedicate an estimated 15 hours per week to SJC efforts. The SJC Fellows will be based at an outside organization that has experience supporting people with lived experience in developing leadership skills; CCSF has identified a potential partner already on the City's approved vendor list to provide similar services. A portion of year one services are covered by the approved no-cost extension of the initial SJC implementation grant.

- Year 1 Amount: \$100,000
- Year 2 Amount: \$200,000

**Disparities Reduction Pilot Program**

**2-Year Total: \$150,000**

CCSF will partner with community-based organizations led by people of color to develop new, post-charge restorative justice options focused on black men and women in custody. CCSF will pilot peer mentoring efforts and community resources focused on this population to support success. While exact services will be determined in collaboration with SJC partners and Fellows, they may include reentry life coaching provided by people of color with lived experience of incarceration. SJC will seek to supplement the pilot program investment with local funds depending on service needs identified. Community partners will be identified through a request for proposals process to be launched in fall/winter 2020.

- Year 1 Amount: \$50,000
- Year 2 Amount: \$50,000

**Disparities Reduction Training and TA**

**2-Year Total: \$100,000**

CCSF will provide training and learning opportunities to SJC partner organizations focused on racial bias, dialogue to change, restorative justice, and other topics that support racial disparities reduction and culture shifts within law enforcement partner agencies. CCSF has identified a potential partner already



on the City's approved vendor list to provide similar services, who will develop a training plan and identify trainers on different topics, utilizing the SJC network as much as possible.

- Year 1 Amount: \$22,500
- Year 2 Amount: \$45,000

**Case Processing Training and TA**

**2-Year Total: \$40,000**

CCSF will provide training and technical assistance to help local SJC partners address issues related to delays in case processing and ensure that any proposed efficiencies align with due process rights. Training and TA on criminal caseload management, including the development of tools and protocols, will be provided to Judges, Public Defenders, Conflict Counsel, and District Attorneys.

- Year 1 Amount: \$20,000
- Year 2 Amount: \$10,000

**Graduate Intern Stipends**

**2-Year Total: \$14,000**

CCSF will host two graduate-level interns each year to support SJC goals and projects.

- Year 1 Amount: 2 interns x \$3500 stipend = \$7,000
- Year 2 Amount: 2 interns x \$3500 stipend = \$7,000

**III. DATA ENHANCEMENTS**

**2-YEAR TOTAL: \$0**

No SJC funds are budgeted for data enhancements in the renewal application; any needed enhancements will be covered by local sources such as the City's general fund.

**IV. EQUIPMENT AND HARDWARE**

**2-YEAR TOTAL: \$3,296**

**Year 1 Equipment Amount: \$2,200**  
**Year 2 Equipment Amount: \$1,096**

CCSF will purchase and maintain hardware and software for staff to run statistical analysis and conduct mapping, including printing color maps and data visualizations as needed. Computers and software estimated at \$1,100 each x 2 staff = \$2,200. LaserJet Printers estimated at \$548 x 2 staff = \$1,096.

**V. TRAVEL**

**2-YEAR TOTAL: \$24,000**

**Year 1 Travel Amount: \$8,000**  
**Year 2 Travel Amount: \$16,000**

CCSF will budget for 9 staff travel to up to four SJC network meetings and for up to two TA visits to partner sites, should COVID-19 restrictions be lifted. Should travel restrictions remain in place, CCSF will request a modification to reallocation funds to disparities reduction efforts.

**VI. MEETING EXPENSES**

**2-YEAR TOTAL: \$0**

No SJC funds are budgeted for meetings expenses in the renewal application; any needed expenses will be covered by local sources such as the City's general fund.

**VII. INDIRECT COSTS** **2-YEAR TOTAL: \$0**

CCSF does not request that any indirect costs be covered through the renewal application.

**TOTAL SJC RENEWAL BUDGET** **2-YEAR TOTAL: \$2,000,000**

Year 1 Total SJC Renewal Amount: \$815,591  
Year 2 Total SJC Renewal Amount: \$1,184,408

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Lorna Garrido, Grants and Contracts Manager  
**DATE:** June 22, 2021  
**SUBJECT:** Accept and Expend Ordinance for Subject Grant  
**GRANT TITLE:** Safety and Justice Challenge Program

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

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

**Special Timeline Requirements:**

Please schedule at the earliest available date.

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

Name: Lorna Garrido

Phone: (628) 652-4035

Interoffice Mail Address: DAT, 350 Rhode Island Street, North Building, Suite 400N,  
San Francisco, CA 94103

Certified copy required Yes

No

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

President, District 10  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689  
Tel. No. 554-6516  
Fax No. 554-7674  
TDD/TTY No. 554-6546

**Shamann Walton**

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**PRESIDENTIAL ACTION**

Date: July 7, 2021

To: Angela Calvillo, Clerk of the Board of Supervisors

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Madam Clerk,

Pursuant to Board Rules, I am hereby:

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

File No. \_\_\_\_\_

\_\_\_\_\_  
(Primary Sponsor)

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

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- Transferring (Board Rule No 3.3)

File No. \_\_\_\_\_

\_\_\_\_\_  
(Primary Sponsor)

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

See the attached two trailing pages for a list of transferring files.

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From: Government Audit & Oversight Committee

To: Budget & Finance Committee

- Assigning Temporary Committee Appointment (Board Rule No. 3.1)

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

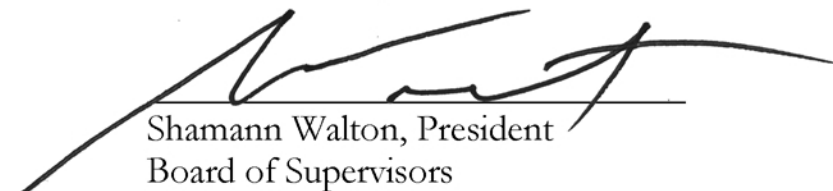
For: \_\_\_\_\_ Meeting

(Date)

(Committee)

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Temporary Assignment:  Partial  Full Meeting

  
\_\_\_\_\_  
Shamann Walton, President  
Board of Supervisors

210534 - Administrative Code and Amending Ordinance No. 49-17 - Deferring Payments to and Use of the 180 Jones Affordable Housing Fund

210635 - Lease Amendment No. 2 - Stellar Partners, Inc. - Boarding Area F Specialty Store Lease No. 12-0086 - Term Extension

210607 - Accept and Expend Grant - Retroactive - University of California San Francisco - Construction Community Outreach Program - \$136,000

210608 - Accept and Expend Grant - Retroactive - Development of Commerce - CARES Act Recovery Assistance Revolving Loan Fund - \$550,000

210675 - Lease Agreement - Genesco Partners Joint Ventures #11 - Harvey Milk Terminal 1 Retail Concession - \$365,000 Minimum Annual Guarantee

210676 - Lease Agreement - Culinary Heights Hospitality - Harvey Milk Terminal 1 Food and Beverage Concession Leases in Phases 3 and 4 - Lease 13, Lease No. 20-0043 - \$385,000 Minimum Annual Guarantee

210679 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - Paul Coverdell Forensic Science Improvement Program - \$61,437

210680 - Accept and Expend Grant - Retroactive - United States Homeland Security - California Office of Emergency Services - Bay Area Urban Areas Security Initiative - \$33,012,500

210681 - Accept and Expend Grant - Retroactive - United States Homeland Security - Securing the Cities Program - FY2020 - \$3,065,800

210682 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - FY2020 Community Power Resiliency Grant Program - \$189,005

210683 - Accept and Expend Grant - Retroactive - Health Resources and Services Administration - Ending the Human Immunodeficiency Virus Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B - \$2,667,000

210685 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - Public Safety Power Shutoff Resiliency Allocation Program - FY2019 - \$378,010

210693 - Accept and Expend Grant - Retroactive - Health Resources and Services Administration - Ending the Human Immunodeficiency Virus Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B - \$2,667,000

210713 - Professional Services Agreement Amendment - Calpine Energy Solutions, LLC - Community Choice Aggregation Program - Not to Exceed \$32,645,425

210721 - Apply for Grants - FY2021, FY2022, and FY2023 Emergency Preparedness Grants

210735 - Lease Extension Modification - 2011 Lease and Use Agreement - TACA International Airlines, S.A. - Estimated Rent \$4,301,668

210736 - Lease Agreement - ProperFood SFO Airport, LLC - Harvey Milk Terminal 1 Food and Beverage Concession Lease in Phases 3 and 4 - Lease 10, Lease No. 20-0041 - \$275,000 Minimum Annual Guarantee

210737 - Real Property Lease Amendment - Townsend Associates, LLC - 650-5th Street - \$159,200 Annual Base Rent

- 210738 - Real Property Lease Extension - Mattison Family Trust - 555-575 Polk Street - \$500,364 Annual Base Rent
- 210740 - Health Service System Plans and Contribution Rates - Calendar Year 2022
- 210742 - Accept and Expend Grant - Retroactive - John D. and Catherine T. MacArthur Foundation - Safety and Justice Challenge - Amendment to the Annual Salary Ordinance for FYs 2020-2021 and 2021-2022 - \$2,000,000
- 210743 - Accept and Expend Grant - Retroactive - U.S. Department of Justice - Justice Reinvestment Initiative - Amendment to Annual Salary Ordinance - FYs 2020-2021 and 2021-2022 - \$1,000,000
- 210763 - Loan Agreement - 2550 Irving Associates, L.P. - 100% Affordable Housing at 2550 Irving Street - Not to Exceed \$14,277,516
- 210764 - Loan Agreement - Ambassador Ritz Four Percent, L.P. - 55 Mason Street and 216 Eddy Street - Not to Exceed \$44,465,000
- 210765 - Multifamily Housing Revenue Note - Ambassador Ritz Four Percent L.P. - 55 Mason Street and 216 Eddy Street - Not to Exceed \$56,039,857
- 210766 - Multifamily Housing Revenue Bonds - 151 and 351 Friedell Street (Hunters Point Shipyard Phase 1 Blocks 52 and 54) - Not to Exceed \$63,000,000
- 210767 - Multifamily Housing Revenue Bonds - 1500 Block of Sunnysdale Avenue (Sunnysdale HOPE SF Block 3B) - Not to Exceed \$58,750,000
- 210768 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Community Development Block Grant Program (CDBG) - \$24,737,307 - FY2021-2022
- 210769 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Emergency Solutions Grants (ESG) Program - \$1,590,749 - FY2021-2022
- 210770 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - HOME Investment Partnership Program - \$5,261,731 - FY2021-2022
- 210771 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Housing Opportunities for Persons with AIDS (HOPWA) Program - \$12,977,602 - FY2021-2022
- 210774 - Real Property Lease Extension - BC Capp, LLC - Homeless Resource Center - 165 Capp Street - \$270,685 Annual Base Rent
- 210775 - Lease of Real Property - SFSPE TG, LLC, SFSPE T1, LLC, SFSPE MH, LLC and SFSPE OBI LLC - 1360 Mission Street - \$644,404 Annual Base Rent - Up to \$200,000 in Tenant Improvements

# 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):

Ronen

Subject:

Accept and Expend Grant - Retroactive - Safety and Justice Challenge - Amendment to the Annual Salary Ordinance for FYs 2020-2021 and 2021-2022 - \$2,000,000

The text is listed:

Ordinance retroactively authorizing the Office of the District Attorney to accept and expend a grant in the amount of \$2,000,000 from the John D. and Catherine T. MacArthur Foundation to support San Francisco's participation as an implementation site in the Safety and Justice Challenge, and amending Ordinance No. 166-20 (Annual Salary Ordinance File No. 200568 for FYs 2020-2021 and 2021-2022) to provide for the addition of one grant funded Class 1824 Principal Administrative Analyst position (FTE 1.0) at the Office of the District Attorney for the period of January 1, 2021 through December 31, 2022.

Signature of Sponsoring Supervisor: