

May 22, 2018

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

Dear Ms. Stuhldreher:

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

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

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

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

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

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

- c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such charitable, educational, and/or scientific purposes and will <u>not</u> be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.
- d. The parties acknowledge that the Foundation will not direct or control Grantee's interactions with any government officials or employees. Grantee agrees that it will advise the Foundation if it or any of its agents engage in activity that could give rise to any disclosure of the Grant or the Foundation under federal, state, or local lobbying disclosure rules and/or campaign finance laws.
- e. Grantee complies with and will continue to comply with all applicable local, state, federal, and foreign laws, statutes, rules, and regulations, as amended from time to time.
- f. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 6 and 7 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.
- 5. *Intellectual Property*. Grantee grants the Foundation a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "*License*") to:
 - (i) any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets:
 - (ii) applications or derivatives of or related to any of the foregoing; and
 - (iii) any other intellectual property rights;

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

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

7. Reporting and Information.

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

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

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

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

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

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

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

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

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

Laura and John Arnold Foundation c/o Raquel Segundo, Grants Management Associate 3 Columbus Circle, Suite 1601 New York, NY 10019

Phone: (212) 430-3632

E-mail: rsegundo@arnoldfoundation.org

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

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

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

ACCEPTED AND AGREED:

CITY AND COUNTY OF SAN FRANCISCO
Grantee

By:

Name:

Title:

Date:

EXHIBIT A BUDGET

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

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

¹ A 44% fringe rate has been applied to all personnel.

EXHIBIT B MILESTONES

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

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

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

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

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