

PolicyLink

December 20, 2019

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

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

Dear Tajel:

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

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

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

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

TERMS AND CONDITIONS

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

PolicyLink

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

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

PolicyLink

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

8. **Omitted.**

9. **Omitted.**

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

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

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

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

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

15. **Omitted.**

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

PolicyLink

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

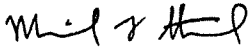
17. **No Waivers.** The failure of PolicyLink to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
18. **Remedies.** Grantee shall immediately repay to PolicyLink any portion of the grant funds which is spent or committed for any purpose other than the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

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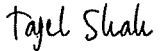
Please state have an authorized officer of Grantee sign this Agreement and return it to PolicyLink.

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

Sincerely,

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

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Tajel Shah

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December 30, 2019



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

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

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