



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 10/04/2022

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Laura and John Arnold Foundation passed through The Regents of the University of California, Irvine

***Project Title/Description:**

Local Prosecution Reform: Understanding the Role of Case Processing Decisions in Achieving Reform

***Purpose:**

Pima County Attorney's Office will assist with data collection by providing a research team to collect quantitative case data (public records). Community Advisory Board (CAB)- Will help recruit community groups and participate in community group meetings. The CAB will advise on data analysis and provide project feedback. Interviews will be conducted and prosecutors will be available for interviews which leads to understanding their charging and plea-bargaining decisions, and how decisions shape sentencing outcomes.

***Procurement Method:**

Not applicable

***Program Goals/Predicted Outcomes:**

Use data collection to determine the decisions that shape sentencing outcomes, and how their decisions are influenced by office policies.

***Public Benefit:**

Data collected from prior prosecutions will be used in this research to motivate explicit policy goals of progressive prosecutors to reduce disparities and limit the use of incarceration.

***Metrics Available to Measure Performance:**

Data analysis due no later than January 31, 2025.

***Retroactive:**

Yes. Grant subaward starts July 1, 2022 and PCAO received on August 18, 2022.

*6MI approves
9/16/22
RST*

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Commencement Date: Termination Date: Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: GTAW Department Code: PCA Grant Number (i.e., 15-123): 23*025
Commencement Date: 07/01/2022 Termination Date: 12/31/2024 Amendment Number: NA
Match Amount: \$ NA Revenue Amount: \$ 25,000.00

*All Funding Source(s) required: Laura and John Arnold Foundation passed through The Regents of the University of California, Irvine

*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source: NA

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
No Federal funds are being received

Contact: Star Romero

Department: Pima County Attorney's Office

Telephone: 724-6000

Department Director Signature: Date: 9/13/22

Deputy County Administrator Signature: Date: 9/20/22

County Administrator Signature: Date: 9/19/2022

Subrecipient Statement of Collaborative Intent

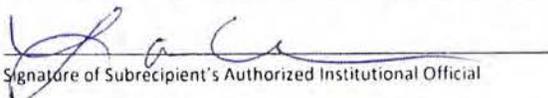
Part I: To be completed by all subrecipients/subcontractors

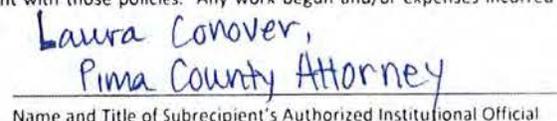
All subrecipients as well as potential subcontractors who anticipate funding under a federal or non-federal "contract" must complete this form when submitting a proposal to UCI. It provides a checklist of documents and certifications required by prime sponsors and it must be endorsed by the subrecipient's authorized institutional representative prior to proposal submission.

IF SUBRECIPIENT IS A MEMBER OF FDP EXPANDED CLEARINGHOUSE ONLY NEED TO COMPLETE PAGE 1

SUBRECIPIENT INFORMATION	
Legal Name: Pima County Attorney's Office Address: 32 N Stone Ave Tucson, AZ 85701 Subrecipient PI: Arika Wells Address: 32 N. Stone Ave Tucson, AZ 85701 Email: Arika.Wells@pcao.pima.gov	Authorized Official Name: Laura Conover Address: 32 N. Stone Ave, Tucson, AZ 85701 Email: Laura.Conover@pcao.pima.gov Award Inbox Email (if different than above): Sta.Romero@pcao.pima.gov Financial Contact Name: Zachary Mack Address: 32 N. Stone Ave Tucson, AZ 85701 Email: Zachary.Mack@pcao.pima.gov
SUBRECIPIENT PROJECT INFORMATION	
UCI PI: Jon Gould Prime Sponsor: Arnold Foundation	Project Title: Local Prosecution Reform: Understanding the Role of Case Processing Decisions in Achieving Reform Total Proposed Amount: \$25,000.00 Project Period: 07/01/22 – 12/31/24
PROPOSAL DOCUMENTS	
The following document are included in our subaward proposal and covered by the certifications below:	
<input checked="" type="checkbox"/> Scope of Work (Required) <input checked="" type="checkbox"/> Budget and Justification (Required) <input checked="" type="checkbox"/> Biosketches	<input checked="" type="checkbox"/> Cost Sharing Amount (if applicable): <input type="checkbox"/> Other: Click here to enter text.
CERTIFICATIONS	
<i>Documentation of Subrecipient's approval(s) may be required</i>	
Subrecipient's Scope of Work Includes: <input type="checkbox"/> Human Subjects If human subjects are involved, have all key personnel completed human subjects training? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Vertebrate Animals <input type="checkbox"/> Stem Cells	<input type="checkbox"/> Recombinant DNA <input type="checkbox"/> Dual Use Research of Concern (DURC) <i>For a list of applicable agents, see page 9 of policy.</i> <input type="checkbox"/> Large Scale Human or Non-Human Genomic Data (if NIH) <i>For applicability, please refer to website. Documentation of an approved consent form and Institutional Certification will be required prior to the award, at the "Just in Time" stage.</i>
SUBRECIPIENT VS. CONTRACTOR DETERMINATION	
Check all that apply:	
Subrecipient <input checked="" type="checkbox"/> Performance represents an intellectually significant portion of the overall programmatic effort and is measured against the objectives of the program <input checked="" type="checkbox"/> Will use the funds to carry out a program for a public purpose, as opposed to providing goods or services for the benefit of UCI <input checked="" type="checkbox"/> Is responsible for adhering to applicable program requirements specified in the prime award <input checked="" type="checkbox"/> There is an identified principal investigator for the subrecipient who has responsibility for making programmatic decisions For the purpose of this proposal, my organization is properly categorized as (check one): <input checked="" type="checkbox"/> subrecipient <input type="checkbox"/> subcontractor as described above.	Contractor <input type="checkbox"/> Provides goods or services that are ancillary to the operation of the program identified in the prime award <input type="checkbox"/> Provides the goods or services purchased with the funds within normal business operations <input type="checkbox"/> Provides similar goods or services to many different purchasers <input type="checkbox"/> Is not subject to the compliance requirements of the program as a result of the agreement with UCI <input type="checkbox"/> Normally operates in a competitive environment

By signing below, I certify that I am the authorized institutional representative and the information and representations made herein are true and accurate. The appropriate programmatic and administrative personnel involved in this application are aware of agency policies in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies. Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the subrecipient's own risk.


 Signature of Subrecipient's Authorized Institutional Official


 Name and Title of Subrecipient's Authorized Institutional Official

Subrecipient Statement of Collaborative Intent

Date: June 16, 2022

Part II: To be Completed by Subrecipients/Subcontractors NOT participating in the FDP Clearinghouse Pilot
For list of participating institutions, see <https://fdpclearinghouse.org/organizations>

Certifications

1. **Facilities & Administrative Rates** included in this proposal have been calculated based on the following:
 - Our federally negotiated F&A rate for this type of work.
 - No federal negotiated rate and we hereby agree to accept the 10% de minimis MTDC rate as a subrecipient.
In the case of NIH: NIH will continue to reimburse F&A costs to foreign and international organizations at a rate of 8 percent of modified total direct costs (MTDC) less only equipment.
 - A reduced F&A rate dictated by the prime sponsor that we hereby agree to accept. Rate: _____ Base: _____
 - Not applicable (no indirect cost are requested). If checked, please specify rationale in Comment Section below.
 - Indirect costs are not separately requested as costs are fully burdened.
2. **Fringe Benefit Rates** included in this proposal have been calculated based on the following:
 - Rates are consistent with our federally negotiated rates.
 - Other rates (please specify in Comment Section below the basis on which the rate has been calculated)
 - Fringe Benefits are not separately requested as costs are fully burdened.
3. **Financial Conflict of Interest – National Science Foundation (NSF)**
Applicable to projects funded by NSF, including NSF flow-through or any sponsor following NSF's COI Policy.
 - Not applicable because this project is not being funded by NSF or any other sponsor following NSF's COI Policy.
 - Subrecipient organization/institution hereby certifies that it has an active and enforced policy on conflict of interest consistent with the provision of NSF Award & Administration Guide Chapter IV.A.
 - Subrecipient does not have an active and/or enforced conflict of interest policy and hereby agrees to abide by UCI's policy.
To comply with UCI's policy, please attach a completed Form 900SR for each investigator on this project.
4. **Financial Conflict of Interest – Public Health Service (PHS)**
Applicable to projects funded by PHS/NIH, or any sponsor following PHS.
 - Not applicable because this project is not being funded by PHS/NIH or any other sponsor following the PHS FCOI Regulations.
 - Subrecipient organization/institution hereby certifies that it has an active and enforced policy on conflict of interest consistent with the provision of 42 CFR Part 50 Subpart F.
 - Subrecipient does not have an active and/or enforced conflict of interest policy and hereby agrees to abide by UCI's policy.
To comply with UCI's policy, please attach a completed Form 800SR for each investigator on this project.
5. **Ethics in Research Training**
Applicable to projects funded by NSF or any other programs requiring Ethics in Research Training.
 - Not applicable because this project is not being funded by NSF or any other programs requiring Ethics in Research Training.
 - Subrecipient organization/institution hereby certifies that it will ensure that all undergraduates, graduate students, and postdoctoral researchers who will be supported by this NSF proposal will be trained on the oversight in the responsible and ethical conduct of research.
6. **Debarment, Suspension, Proposed Debarment**
Is the PI or any other employee or student participating in this project, debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities? YES NO
If YES, please explain in Comment Section below.
If NO, the Organization Certifies they (answer all questions below):
 - are are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts.
 - are are not presently indicted for, or otherwise criminally or civilly charged by a government agency.
 - have have not within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or

Subrecipient Statement of Collaborative Intent

commissions of contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.

have have not within 3 years preceding this offer, had one or more contracts terminated for default by any federal agency.

Audit Status

1. Was the subrecipient required to conduct an annual audit in accordance with the Single Audit Act or Uniform Guidance Subpart F, Audit Requirements for the most recent Audit year? *YES NO

a) Was an audit in accordance with the Single Audit Act completed for the most recent fiscal year? Yes No

b) Were there any audit findings reported? Yes No If Yes, please clarify in Section H.

* If YES is checked, a complete copy of subrecipient's most recent audit report, or the Internet URL link to a complete copy, must be furnished to UCI before a subaward will be issued. URL: [Click here to enter text.](#)

If no audit was completed OR If Subrecipient is not subject to the Single Audit Act or Uniform Guidance, complete and attach a Mini-Audit Questionnaire. A limited-scope audit may be required before a subaward can be issued.

Subrecipient Institutional Information

Federal policy requires subrecipients of federal funds to be registered in SAM

1. Is subrecipient currently registered in Central Contractor Registration via SAM? (www.sam.gov) YES NO

If NO, organizations that have not registered with CCR will need to obtain a DUNS number first and then access the CCR online registration through the SAM (System for Award Management) home page at <https://www.sam.gov> (U.S. organizations will also need to provide an Employer Identification Number from the Internal Revenue Service that may take an additional 2-5 weeks to become active). Completing and submitting the registration takes approximately one hour to complete and your CCR registration may take 3-5 business days to process. Subrecipient *must* maintain current CCR information in SAM.

2. EIN #: FVS1C9XG5748

3. Unique Entity Identifier (UEI) # (*Mandatory effective 4/4/2022- replaces DUNS number*): 958426967

Comment

[Click here to enter text](#)

SUBRECIPIENT:	Pima County Attorney's Office
PROJECT TITLE:	<i>Local Prosecution Reform: Understanding the Role of Case Processing Decisions in Achieving Reform</i>
PROJECT PERIOD:	July 1, 2022 – December 31, 2024

STATEMENT OF WORK

Deliverables to be provided by subrecipient:

- Data Collection. Assist the research team in collecting quantitative case data (public records).
- Community Advisory Board (CAB). Help to recruit community groups and participate in community group meetings. CAB will advise on data analysis and provide feedback on project.
- Interviews. Make prosecutors available for interviews to understand their charging and plea-bargaining decisions, how those decisions shape sentencing outcomes, and how their decisions are influenced by office policies.

BUDGET JUSTIFICATION

- A. Direct costs (\$25,000). Data collection.
- B. Indirect costs (N/A).
- C. Total costs for subrecipient: \$25,000

INVOICING SCHEDULE

- A. \$12,500 on December 1, 2022
- B. \$12,500 on July 1, 2023

SUBCONTRACT No. 2022-1733
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PIMA COUNTY ATTORNEY'S OFFICE

Subcontract No. 2022-1713 ("Subcontract"), effective as of the date of last signature below, is entered between The Regents of the University of California, a corporation of the State of California, on behalf of its Irvine campus (herein after referred to as "University") and Pima County Attorney's Office (hereinafter referred to as "Subcontractor," University and Subcontractor collectively, "Parties" and each individually, "Party") for the delivery of services identified as "Local Prosecution Reform: Understanding the Role of Case Processing Decisions in Achieving Reform," defined in Article 1A, STATEMENT OF WORK, and in accordance with the terms and conditions set forth herein.

This Subcontract is awarded under the authority of Prime Award No. 21-06307 (hereinafter, "Prime Award") titled, "Local Prosecution Reform: Understanding the Role of Case Processing Decisions in Achieving Reform," issued by Laura and John Arnold Foundation (hereinafter, "Prime Award Sponsor" or "Prime Sponsor").

SUBCONTRACT SCHEDULE
ARTICLE 1
PERFORMANCE AND DELIVERY

A. STATEMENT OF WORK

The Statement of Work to be performed under this Subcontract is described in Exhibit A.

B. KEY PERSONNEL

The key personnel representing the University and the Subcontractor shall be as follows:

Principal Investigator for University: Jon Gould

Key Investigator for Subcontractor: Parisa Dehghani-Tafti

In the event a change in Key Investigator is necessary, the University will be notified within thirty (30) days after the Subcontractor reasonably knows the change is necessary.

C. PERIOD OF PERFORMANCE

The period of performance of this Subcontract shall be 07/01/2022 through 12/31/2024.

D. TOTAL ESTIMATED COST

It is estimated that the total cost to the University for performance of this Subcontract shall not exceed \$25,000.

E. DELIVERY

All materials and services called for to perform the Statement of Work under this Subcontract shall be completed and delivered to the University on or before 12/31/2024 unless extended by prior written authorization.

**ARTICLE 2
COST, PAYMENT AND BILLING**

A. ALLOWABLE COSTS AND FEES

Allowable costs and fees eligible for reimbursement to the Subcontractor for performance of this Subcontract shall be determined in accordance with:

1. The budget, attached hereto and incorporated herein as Exhibit B.
2. The terms of this Subcontract.
3. The Prime Award attached hereto and incorporated herein as Exhibit C.

B. REBUDGETING

Funds may be rebudgeted between components without prior approval except where prior approval is specifically required by the applicable terms and conditions. Any restriction on rebudgeting listed elsewhere in this Subcontract, however, shall take precedence over the above indicated authorities and policies.

Rebudgeting requests which require Prime Award approval should be directed to the University's Principal Investigator for approval and then forwarded to the University's Office of Research Administration, Sponsored Projects Administration for administrative endorsement and transmittal to the Prime Sponsor for approval.

C. PAYMENT

Payment will be made by the University to the Subcontractor in full upon completion of the project for expenses incurred consistent with the provisions of Article 2A, upon presentation of the Subcontractor's invoice. The University shall not pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 1D or where rates used to determine costs vary from those (if shown) in Article 2A.

The University, at its option, may elect to pay any invoice in accordance with Article 2A if the invoice is at variance with the article or may return the invoice unpaid to the Subcontractor for correction and resubmittal.

All payments made are provisional, subject to Subcontractor's reasonable efforts, post-audit, and adjustment.

D. BILLING

Invoice in a similar format to Exhibit F shall be submitted as follows:

1. Referencing the Subcontract number and numerical sequence of the invoice.
2. Providing detail of expenditure in accordance with the budget categories listed including current and cumulative costs and certification. Please see Exhibit F for template invoice example.
3. Addressed to: University of California, Irvine
Social Ecology Administration
5548 Social & Behavioral Sciences Gateway
Irvine, CA 92697
Email: ndissana@uci.edu
Attn: Niroshi Dissanayake
Fund No. 49409

The invoice, signed, certified and clearly marked FINAL, must be received within forty-five (45) days after the Subcontract end date. The University's final payment to Subcontractor is conditional upon receipt and acceptance of all required deliverables.

**ARTICLE 3
PATENT RIGHTS**

Subcontractor grants the Foundation a non-exclusive, non-commercial, perpetual, worldwide, transferable to a non-profit entity, royalty-free license for research and educational use (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 are produced, created, invented or otherwise developed, whether in whole or in part, by faculty, staff and positions included in the Budget hereto attached as Exhibit B and (x) arise or result from Subcontractor's use of the Subcontract funds, or (y) enable, are used to implement, or are necessary to the operation or use of any work product or creation arising or resulting from Subcontractor's use of the Subcontract funds (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. To the extent materials licensed hereunder are subject to third party confidentiality obligations, Subcontractor agrees that Foundation, upon being informed of such obligations with respect to particular material encompassed by this license and at Subcontractor's request, will enter into a confidentiality agreement with Subcontractor that imposes equivalent confidentiality obligations on the Foundation before any such materials are provided to the Foundation.

Subcontractor agrees that if patentable discoveries or inventions are made and/or conceived or for the first time actually reduced to practice by the Subcontractor or its employees under the terms of this Subcontract, Subcontractor shall promptly furnish University with complete information thereon. Disposition of all subject inventions will be made in accordance with the provision of the Prime Award.

ARTICLE 4 PUBLICATIONS, COPYRIGHTS AND RIGHTS TO DATA

If Subcontractor plans on publication during the course of the project or as a result of the Statement of Work, the following applies:

Subcontractor must adhere to the provision of the Prime Award, Exhibit C, Section 7 Registration and Openness.

Subcontractor shall be free to publish the results of the research conducted under this Subcontract. Subcontractor shall furnish the University with a copy of a proposed publication directly arising out of this Subcontract for review prior to submission for publication. Decisions about authorship on all publications resulting from work under the Prime Award and this Subcontract shall be made by University's Principal Investigator and Subcontractor's Key Investigator, prior to any such publication. Electronic reprint of publications resulting from work performed in whole or in part under this Subcontract shall be submitted to University's Principal Investigator.

Except as otherwise provided in the conditions of the Prime Award, when publications or similar materials are developed from work supported in whole or in part by this Subcontract, the author is free to arrange for copyright without approval. A copy of such material shall be provided to University.

University and Subcontractor shall have the right to publish, disclose, disseminate and use for non-commercial research and academic purposes, in whole or in part, any data and information received or developed under this Subcontract, subject to confidentiality procedures of the research project.

ARTICLE 5 ADVERTISING AND PUBLICITY

Neither the Subcontractor nor the University will use the name of the other, either expressly or by implication, in any news, publicity release, or other fashion without the express written approval of the other Party of this Subcontract.

ARTICLE 6 ACKNOWLEDGMENT

An acknowledgment of University and Prime Award support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this Subcontract, in the following terms:

This material is based on work supported by Arnold Ventures under Prime Award no. 21-06307 and The Regents of the University of California.

All materials except scientific articles or papers published in scientific journals must also contain the following:

Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of Arnold Ventures or The Regents of the University of California.

ARTICLE 7 ACCEPTANCE AND REPORTS

A. INSPECTION AND ACCEPTANCE

All work performed under this Subcontract is subject to inspection and acceptance by the University or its authorized representative. For the avoidance of any doubt, "acceptance" as used throughout this Subcontract shall be based upon Subcontractor's good faith effort to perform the STATEMENT OF WORK and shall not be dependent on University's agreement with Subcontractor's findings, conclusions, or opinions.

B. TECHNICAL REPORTS AND DOCUMENTS

Technical progress reports are due on an annual basis.

Any reports required by this Subcontract shall be due within thirty (30) days of the date of formal request.

Inspection and acceptance for all reports and documents called for under this Subcontract shall be at the following address:

University of California, Irvine
Social Ecology Administration
5322 Social & Behavioral Sciences Gateway
Irvine, CA 92697
Email: jon.gould@uci.edu

Attn: Professor Gould

C. CLOSE-OUT

Subcontractor shall submit Patent Statement and Equipment Report (Exhibit D) no later than sixty (60) days after termination of this Subcontract to the billing address in order to fulfill the reporting requirements of the Prime Award.

**ARTICLE 8
SPECIAL PROVISIONS**

A. AUDIT

Access to Financial Records: Financial records, supporting documents, and all other records pertinent to this Subcontract shall be retained for a period of four (4) years from the date of termination of this Subcontract. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this Subcontract shall be retained until such audits, appeals, litigation, or claims have been resolved. Unless court actions or audit proceedings have been initiated, Subcontractor may substitute copies made by microfilming, photocopying or similar methods for the original records.

Subcontracts over \$10,000: University, Prime Award Sponsor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of Subcontractor which are directly pertinent to this Subcontract for the purpose of making audits, examinations, excerpts and transcriptions.

B. ASSIGNMENT

This Subcontract may not be assigned in whole or in part without the prior written consent of the University.

C. TERMINATION

This Subcontract may be terminated by either Party upon thirty (30) days written notice to the other Party, except that the termination of the Prime Award concurrently terminates this Subcontract with the same date. The University shall reimburse the Subcontractor for any non-cancellable obligations incurred prior to the notice of termination, subject to Prime Sponsor's approval.

D. TITLE TO EQUIPMENT

Title to equipment (initial cost of \$5000 or more and an expected service life of two (2) years or more) purchased by the Subcontractor pursuant to the terms of this Subcontract shall vest in the Subcontractor provided Prime Sponsor has not reserved the right to take or transfer title.

E. INDEMNIFICATION

To the extent allowed by law, Subcontractor shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Subcontract but only in proportion to and to the extent such liability, loss, expense, attorneys'

fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subcontractor, its officers, agents or employees.

To the extent allowed by law, University shall defend, indemnify and hold Subcontractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Subcontract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

F. PRIME AWARD

All applicable provisions contained in Prime Award No. 21-06307 from Laura and John Arnold Foundation shall be binding upon the Subcontractor, and the Subcontractor hereby agrees to comply with same. A copy of the Prime Award is attached to this Subcontract as Exhibit C.

G. CERTIFICATIONS

1. Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(a) The prospective lower tier participant certifies, by execution of this subcontract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

2. Restriction on Lobbying (in all subcontracts over \$100,000 under federal grants, contract, and cooperative agreements).

Subcontractor in executing this Subcontract is certifying that as of December 23, 1989, it neither has used nor will use any appropriated federal funds to lobby for or otherwise influence the awarding or amending of this Subcontract, and that it will disclose the use of any non-federal funds used for these purposes.

3. Subcontract funds will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Further, the Subcontract funds are not earmarked for influencing legislation within the meaning of Code Section 4945E.

ARTICLE 9

ASSURANCES

The Subcontractor agrees to conduct all effort required in performance of this Subcontract in compliance with the following:

- A. Civil Rights/Nondiscrimination: Subcontractor must comply with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Orders 11246 and 11375; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.
- B. Use of U.S.-Flag Carriers: If foreign air travel is authorized under this Subcontract, U.S.-flag air carriers service shall be used to the extent such service is available, as specified in prime award. The substance of this clause shall be inserted in all subcontracts at any tier under this Subcontract.
- C. No Subcontractor research using human subjects is planned or authorized under this Subcontract.
- D. Use of Laboratory Animals: RESERVED
- E. Scientific Fraud (Misconduct) Assurance: The Subcontractor hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.

ARTICLE 10 NOTICE AND CONTACTS

- A. Notices shall be directed to the appropriate individual(s) noted below.

UNIVERSITY CONTACTS

Principal Investigator

Name: Jon Gould
Address: 5322 Social & Behavioral Sciences
Gateway
Irvine, CA 92697
Telephone: 949-824-5466
Email: jon.gould@uci.edu

Authorized Official

Name: Wanda Seang
Address: UCI, Office of Research
160 Aldrich Hall
Irvine, CA 9269-7600
Telephone: 949-824-0446
Email: wandas@uci.edu

Financial Contact

SUBCONTRACTOR CONTACTS

Key Investigator

Name: Arika Wells
Address: 32 N. Stone Ave.
Tucson, AZ 85701
Email: Arika.Wells@pcao.pima.gov

Authorized Official

Name: Laura Conover
Address: Same as above
Email: Laura.Conover@pcao.pima.gov

Financial Contact

Name: Niroshi Dissanayake
Address: 5548 Social & Behavioral Sciences
Gateway
Irvine, CA 92697-7050
Telephone: 949-824-0324
Email: ndissana@uci.edu

Name: Zachary Mack
Address: Same as above
Email: Zachary.Mack@pcao.pima.gov

- B. Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class certified or registered mail, postage prepaid.

ARTICLE 11 CONTENTS AND ORDER OF PRECEDENCE

Attached to this subcontract are the following exhibits:

- EXHIBIT A - Statement of Work
- EXHIBIT B - Cost Estimate
- EXHIBIT C - Prime Award No. 21-06307
- EXHIBIT D - Patent Statement and Equipment Report
- EXHIBIT E - RESERVED
- EXHIBIT F – Sample Invoice Form

Insofar as these instruments apply to this subcontract together with the instruments previously enumerated and those listed below, they constitute the entire agreement and understanding between the University and Subcontractor. In the event of an inconsistency in this Subcontract, the inconsistency shall be resolved by giving precedence in the following order.

1. Subcontract
2. Prime Award No. 21-06307

ARTICLE 12 GOVERNING LAW

This Subcontract shall be governed by the laws of the State of California without regard to its conflicts of law principles.

ARTICLE 13 ARS SECTION 38-511 NOTICE

Pursuant to ARS § 38-511 this Subcontract may be canceled within three years after its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating the subcontract on behalf of Subcontractor, its political subdivisions or any of the departments or agencies of either is, at any

time while the subcontract or any extension of the subcontract is in effect, an employee or agent of any other party to the subcontract in any capacity or a consultant to any other party of the subcontract with respect to the subject matter of the subcontract.

**ARTICLE 14
ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS**

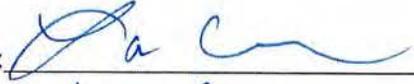
This Subcontract contains the full and complete agreement between the two Parties. All modifications must be in writing and signed by the University's Institutional Official and the Subcontractor's Contracting Officer. No verbal agreements or conversations with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Subcontract.

APPROVED AND AGREED:

The Regents of the University of California

Subcontractor:

By: Wanda Seang

By: 

Name: Wanda Seang

Name: Laura Conover

Title: Ancillary Agreements Officer

Title: Pima County Attorney

Date: 9/13/2022

Date: 9/13/22

Chair, Board of Supervisors: _____

Date: _____

Approved as to Form: 

Date: 9/13/2022

ATTEST: _____

Date: _____

EXHIBIT A

SUBRECIPIENT:	Pima County Attorney's Office
PROJECT TITLE:	<i>Local Prosecution Reform: Understanding the Role of Case Processing Decisions in Achieving Reform</i>
PROJECT PERIOD:	July 1, 2022 – December 31, 2024

STATEMENT OF WORK

Deliverables to be provided by subrecipient:

- Data Collection. Assist the research team in collecting quantitative case data (public records).
- Community Advisory Board (CAB). Help to recruit community groups and participate in community group meetings. CAB will advise on data analysis and provide feedback on project.
- Interviews. Make prosecutors available for interviews to understand their charging and plea-bargaining decisions, how those decisions shape sentencing outcomes, and how their decisions are influenced by office policies.

EXHIBIT B

BUDGET JUSTIFICATION

- A. Direct costs (\$25,000). Data collection.
- B. Indirect costs (N/A).
- C. Total costs for subrecipient: \$25,000

Subrecipient is collecting case data from prior prosecutions that will be used by our researchers to evaluate outcomes.

GRANT AGREEMENT

Grantee Legal Name: The Regents of the University of California, Irvine

Grant ID: 21-06307

Dear Authorized Representative:

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 Regents of the University of California, Irvine ("*Grantee*") in an amount up to \$342,318.00 (three hundred forty-two thousand three hundred eighteen 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 Grantee and Foundation may be described in the below individually as a "*Party*" and collectively as the "*Parties*."

The Grant shall be used for the purpose of investigating how recently-elected progressive chief prosecutors use their discretion to make charging, diversion, and plea bargaining decisions and whether their approaches improve outcomes over their predecessors, including disparities by race, ethnicity, and income (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. **Term.** The term of this Agreement will commence as of the date the last party executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on March 31, 2025, unless terminated earlier as provided herein (the "*Term*"). The Parties acknowledge that, for Grantee's internal purposes to facilitate preparation of the required Grant Reports (defined below), Grantee's Grant-funded operations involved in carrying out the Purpose shall be completed by December 31, 2024. Notwithstanding the foregoing, Grantee shall adhere to the Grant spending timeline set forth in Exhibit A. The Term may only be extended as provided in Section 11.
2. **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 (Termination) of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay Grantee the Grant in installment payments (each an "*Installment Payment*" and collectively, the "*Installment Payments*") in accordance with Exhibit B. Notwithstanding the

foregoing, 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, 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 Exhibits A and B. 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 Exhibits A and B, 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, Exhibits A and B.

3. ***Representations and Warranties.*** Grantee makes the following representations and warranties:
- a. Grantee is a public university, 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. The execution and performance of this Agreement have been duly authorized by all necessary action on the part of Grantee.
 - 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 of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*"): (i) it is a charitable organization described in Code Section 501(c)(3), a governmental unit defined in Code Section 170(c)(1), or an integral part of or an instrumentality of a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status under subsections (i) – (iii) above. Grantee is not aware of any threat or challenge to its status as a Qualifying Grantee. Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.
 - c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on

propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Further, the Grant is not earmarked for influencing legislation within the meaning of Code Section 4945(e), and there has been no agreement, written or oral, to that effect between the Foundation and Grantee. Grantee agrees that the Grant shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

- 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. Grantee will ensure that any contract that Grantee is a party to or that Grantee enters into in connection with this Grant will include prohibitions on the payment of referral fees, commissions or similar arrangements to any person or entity whatsoever.
 - g. If budgeted for, Grantee may select subgrantees of its choice to assist Grantee in furtherance of the Purpose and as set forth in Exhibit A. Grantee confirms that the Foundation has not required either in writing or orally that Grantee select any specific subgrantee, and Grantee shall retain full discretion and control over the selection of subgrantees. Grantee is responsible for ensuring that all subgrantees use Grant funds solely in a manner that is consistent with this Agreement.
 - h. All information relating to the Grant heretofore provided to the Foundation or Arnold Ventures LLC ("*Arnold Ventures*") 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 Section 5 (Reporting and Records) of this Agreement remain outstanding) will to the best knowledge of Grantee, at all times continue to be true, accurate and complete in all material respects.
4. ***Intellectual Property.*** Grantee grants the Foundation a non-exclusive, non-commercial, perpetual, worldwide, transferable to a non-profit entity, royalty-free license for research and educational use (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, and (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. To the extent materials licensed hereunder are subject to third party confidentiality obligations, the Foundation and Grantee agree that Foundation, upon being informed of such obligations with respect to particular material encompassed by this license and at Grantee's request, will enter into a confidentiality agreement with Grantee that imposes equivalent confidentiality obligations on the Foundation before any such materials are provided to the Foundation.

5. ***Reporting and Records.***

- a. Grantee will promptly 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) upon request by the Foundation, copies of Grantee's financial statements and Forms 990, as applicable, with respect to Grantee's fiscal years occurring during the Term.
- b. Grantee will promptly provide the Foundation with the grant reports (each a "*Grant Report*" and collectively, the "*Grant Reports*") described in Exhibit B. Each Grant Report will utilize the applicable template provided by the Foundation and will include (i) a confirmation that the Grant funds have been spent exclusively toward the Purpose in accordance with the Budget, (ii) a full, detailed accounting of expenditures of Grant funds during the relevant period as delineated in Exhibit A, (iii) 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 (iv) a confirmation of Grantee's compliance with the terms of this Agreement.

- c. If the Grant funds are not fully expended by Grantee in accordance with the Budget as set forth in Exhibit A, Grantee will disclose this in the Final Grant Report, 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 during the Term and may not spend or retain unspent funds after the Term without prior written approval from the Foundation. The Grant Reports will also include any other information requested by the Foundation reasonably in advance of the due date of the relevant Grant Report.
 - d. Grantee will promptly furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee.
 - e. Grantee will provide the Foundation prompt written notice of each and every event which could reasonably be expected to trigger any of the provisions of Section 8 (Termination) of this Agreement.
 - f. During the Term and for at least three (3) years thereafter, Grantee will maintain accurate and complete records of receipts required to be retained by Grantee in accordance with Grantee's cost accounting standards and practices and expenditures made from Grant funds (the "*Financial Records*") and 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 this Section 5 of this Agreement, and upon the written request of the Foundation, shall make such records available for inspection by the Foundation and its representatives. In the event of termination of the Agreement, the Foundation may, in writing, request that Grantee provide the Foundation with a copy of all requested Grant-Related Intellectual Property, which Grant-Related Intellectual Property Grantee shall provide to the Foundation within ten (10) business days of the Foundation's written request. Notwithstanding the foregoing, if Grantee shows that a statutory or third-party contractual obligation restricts Grantee from providing the Foundation with a copy of Grant-Related Intellectual Property, Grantee may request Foundation approval to substitute a redacted version (or other version that does not violate the statutory or third-party contractual obligation at issue) of the Grant-Related Intellectual Property to meet this requirement. Grantee will provide all Financial Records available for inspection by the Foundation and its representatives within ten (10) business days of the Foundation's written request for such Financial Records.
6. **Grant Publicity.** Arnold Ventures administers all of the Foundation's giving and the Foundation encourages Grantee to reference Arnold Ventures when identifying

Grantee's supporters in public forums. Grantee may include the name and logo of Arnold Ventures in a general list of Grantee's supporters without prior permission, provided that Grantee treats Arnold Ventures in the same manner that it treats its other similarly situated donors and supporters, and provided further that Grantee complies with the terms of Arnold Ventures' trademark usage guidelines as provided by Arnold Ventures from time to time. Grantee may disclose the Grant as required by IRS requirements such as disclosure in Grantee's Form 990 and as otherwise required by law or regulation, provided that Grantee provides the Foundation with at least three (3) business days' advance notice of any such disclosure and agrees to cooperate with the Foundation to revise such disclosure as reasonably requested by the Foundation.

Neither party will use the name of the other party or any of its employees in any advertisement, press release, or other publicity without prior written approval of the other party. The Foundation understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee. Except as otherwise set forth above, if Grantee desires to use the name or logo of Arnold Ventures or the name of the Foundation, or link to Arnold Ventures, directly or indirectly (*i.e.*, speaking events, press interviews, press release, professional or trade publication, website, advertisement, or other public document or announcement), Grantee shall obtain prior written consent from Arnold Ventures for such use, reference, or link. Grantee shall seek such consent at least three (3) business days in advance of Grantee's proposed publicity, and shall provide the Grant ID, content to be approved, as well as the timing and outreach strategy. Grantee shall send all such information to Communications@ArnoldVentures.org, and shall designate a Grantee point of contact with email address and telephone number for such request and future requests. Grantee will advise the Foundation immediately upon discovery of any unauthorized release of information. Without further notice to or consent from the Grantee, the Foundation may release information about this Agreement and/or Grant, the amount and Purpose of the Grant. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under applicable laws or regulations.

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 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 or Arnold Ventures.

7. **Registration and Openness.** For any research study that makes statistical inferences performed related to the Purpose, Grantee must meet (and must ensure that any third

parties involved in the research meet) the following transparency requirements. Grantee acknowledges and agrees that the obligations imposed by this Section 7 shall continue for the duration of the research or evaluation related to the Purpose, even if such duration expands beyond the Term.

- a. Grantee's principal investigator must establish an account with the Open Science Framework ("*OSF*") (<http://www.openscienceframework.org/>), and must create a new and separate project there. Grantee must (i) add Destiny Carter, Criminal Justice Manager, as a non-bibliographic collaborator with "Administrator" permissions on the OSF project webpage so that they can view the empirical research study materials saved there; and (ii) make the empirical research study publicly viewable by selecting the "Make Public" option on the study's project, unless the Foundation agrees to allow the project or a component thereof to remain private.
- b. At the outset of each research project, the project's OSF webpage must include an analysis plan describing the hypothesis or hypotheses to be examined in the research study, the statistical model(s) and methodologies to be used, and further details as specified in Section IIA of the document "Guidelines for Investments in Research" available on the Foundation's website. This analysis plan should be completed prior to any data collection.
- c. As soon as the analysis plan in Section 7(b) has been completed, Grantee must pre-register the research project using the "OSF-Standard Pre-Data Collection Registration" template or such other template as the Foundation may deem appropriate. To the extent that a particular research design changes substantially after the first pre-registration but before statistical analyses have been completed, Grantee should create a subsequent pre-registration for the study.
- d. Only to the extent allowed under federal or state privacy laws, institutional review board ("*IRB*") requirements, and/or any memorandum, agreement or contract with a government agency, the studies' non-confidential datasets and other materials (such as survey instruments, sample curricular materials) ("*Datasets*") should be (i) saved at the OSF's project page in the version-controlled system there, and (ii) made available for non-commercial purposes within six (6) months of the publication date of a final evaluation report or scholarly article, in accordance with Section 7(g) of this Agreement (unless the Foundation agrees to a later date). For the purposes of this Agreement, "*non-commercial*" includes all uses of Datasets other than their sale or their use in advertising or any other profit-making venture. Notwithstanding the above, to the extent that any Dataset contains private and confidential information ("*Confidential Dataset*"), Grantee shall share that Confidential Dataset with a third-party researcher only if that researcher has first: (a) obtained official approval from all third party agencies that provided data access to Grantee; (b)

- obtained approval from an accredited IRB with Grantee's IRB concurrence; and (c) signed a non-disclosure agreement pertaining to the Confidential Dataset. The third-party researcher's access to the Confidential Dataset shall take place on whatever terms are negotiated with the third party agencies mentioned above (such as, by way of example, password protection, access via remote software such that the Confidential Dataset is not downloaded to the researcher's local computer, or the removal or alteration of personally identifiable information).
- e. All Grantee created computer code (such as in Stata, R, SPSS, SAS, or any other statistical software program) used to analyze data for any study performed with funding under this Agreement must be saved at the OSF project webpage (alternatively, the OSF project webpage may link to the code at some external source, such as GitHub), and must be made publicly available under a BSD license or equivalent open source license within one (1) year of the endpoint of data collection for each respective study (unless the Foundation agrees to a later date).
 - f. The final results of any research project must be made available at the project's OSF webpage, including, by way of example, any final evaluation report and/or a link to any publication generated from the research project's dataset. If no official report or publication is otherwise available, the OSF webpage must be updated within one (1) year of the endpoint of data collection (unless the Foundation agrees to a later date) to include a textual description of the findings.
 - g. Grantee may include a copyright marking on each OSF webpage that contains Grantee content, which marking may also indicate that (i) users of such Grantee content must agree to use the content (including Datasets, reports, methodologies, survey instruments, etc.) for non-commercial purposes and agree to appropriate acknowledgement and citations in accordance with standard academic custom; and (ii) any third party who wishes to use the publicly-available content for commercial purposes must seek Grantee's prior approval.
 - h. Should any provision of this Agreement conflict with the OSF data use agreement, the terms of this Agreement shall control. Additionally, should the OSF website become inoperable or nonfunctioning during Grantee's use of the site, such that Grantee is precluded, through no fault of its own, from uploading information, data, or research as required by this Section 7, Grantee's performance under this Section shall be excused for the duration of the OSF website's failure, and Grantee and the Foundation will mutually select an alternative method of dissemination.
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, its officers, agents and employees, has materially misrepresented to the Foundation or Arnold Ventures 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.

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 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 subsections (a) or (e) of Section 8 (Termination) 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. In the case of a termination pursuant to any such provision, Grant funds irrevocably committed to pay to a third party in furtherance of the Purpose under a non-

cancellable agreement may be retained and paid to the third party in fulfillment of obligations under such agreement upon approval of the Foundation; however, such non-cancellable agreements should be avoided whenever reasonably possible; and

- c. If the Foundation terminates this Agreement pursuant to either subsection (a) or (e) of Section 8 (Termination) 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.** To the extent permitted by law applicable to Grantee, Grantee shall indemnify, defend and hold harmless the Foundation, Arnold Ventures, and their officers, directors, founders, managers, employees, and agents (collectively, the “*Indemnified Parties*”), from and against, any liability, damage, loss or expense (including reasonable attorneys’ fees and expenses of litigation) incurred or imposed upon the Indemnified Parties in connection with any claims, suits, actions, demands or judgments, arising out of (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant; (b) Grantee’s, Grantee’s employees’, and/or Grantee’s agents’ expenditure of Grant funds furnished pursuant to this Agreement; or (c) Grantee’s, Grantee’s employees’, and/or Grantee’s agents’ performance of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee’s activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.
 11. **Governing Law and Venue.** Both parties agree to remain silent.
 12. **Entire Agreement.** This Agreement supersedes any prior oral or written understanding or communications between the parties or any representative thereof, 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 (which may include electronic mail) signed by an authorized representative of Grantee and the Foundation Grants Manager or other authorized representative.
 13. **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 any subsequent or other 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. Notwithstanding any provision to the contrary, nothing in the Agreement will be deemed to waive Grantee’s sovereign immunity or the rights, privileges, immunities, and defenses accorded to the Grantee based on its status as a constitutional corporation of the State of California.

14. **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.
15. **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.
16. **No Third Party Rights.** Except for the Indemnified Parties as set forth in Section 10 (Indemnity; Liability) 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.
17. **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.
18. **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.
19. **Survival.** The provisions of Sections 4 (Intellectual Property), 5 (Reporting and Records), 6 (Grant Publicity), 9 (Payment Obligation; Return of Funds) and 10 (Indemnity; Liability) 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.
20. **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.
21. **Contact Information.**

For information regarding the Grant:

Laura and John Arnold Foundation
c/o Lauren Hardy, Grants Manager
1717 West Loop South, Suite 1800
Houston, TX 77027

Phone: (713) 554-1948
E-mail: lhardy@arnoldventures.org

For any notice, request, or demand:

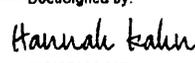
Arnold Ventures LLC
1717 West Loop South, Suite 1800
Houston, Texas 77027
Attention: General Counsel

The Regents of the University of California, Irvine
Wanda Seang, Senior Contract and Grant Officer
160 Aldrich Hall
Irvine, CA 92697-7600
E-mail: wandas@uci.edu

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

Sincerely,

LAURA AND JOHN ARNOLD
FOUNDATION

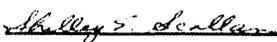
DocuSigned by:
By: 
Name: Hannah Kahn
Title: Authorized Signatory

Date: 5/26/2022

ACCEPTED AND AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, IRVINE

Grantee

By: 

Name: Shelley Scallan

Title: Senior Contract and Grant Officer

Date: May 22, 2022

EXHIBIT A
BUDGET

All Grant spending will commence on or after the Effective Date and must be concluded by no later than December 31, 2024. 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 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	Period 1 07-01-22 - 06-30-23	Period 2 07-01-23 - 06-30-24	Period 3 07-01-24 - 12-31-24	Total
PROJECT PERSONNEL¹				
Name or Position, Job Title	FTE:	P1	P2	P3
		12 mo.	12 mo.	6 mo.
		2.5 yrs		
Jon Gould, Principal Investigator	11%	10%	9%	
Research Analyst Assistant	25%	24%		
Statistical Programmer	17%			
PERSONNEL SUBTOTAL	53%	34%	9%	
	\$ 54,536	\$ 46,211	\$ 18,007	\$ 118,754
<i>1. An average fringe rate of 7% has been applied to personnel.</i>				
TRAVEL				
Site Visits: travel to Arlington (\$2,412 per trip) and ground transportation to Phoenix (\$548 per trip)	5,098	5,098	4,824	15,020
TRAVEL SUBTOTAL	\$ 5,098	\$ 5,098	\$ 4,824	\$ 15,020
SUBAWARDS / SUBCONTRACTS²				
Pima County - Arizona: District Attorney, Chief Deputies, attorney participants and support staff to help collect and extract data; est. 455 hours of staff time	25,000	-	-	25,000
Arlington County : District Attorney, Chief Deputies, attorney participants and support staff to help collect and extract data; est. 455 hours of staff time	25,000	-	-	25,000
SUBAWARDS / SUBCONTRACTS SUBTOTAL	\$ 50,000	\$ -	\$ -	\$ 50,000
<i>2. All Sub-awards must be compliant with Foundation's indirect cost policy requirements.</i>				
CONSULTANTS				
TBD Community Partners: Assistance in defining research goals and interpreting results (5 partners, \$6,000 each)	30,000	-	-	30,000
Dr. Belen Lowrey-Kinberg: Responsible for all qualitative research, analysis of qualitative and quantitative data, research design, and drafting (50% FTE) (30 mo., \$2,708/mo.)	32,500	32,500	16,250	81,250
CONSULTANTS SUBTOTAL	\$ 62,500	\$ 32,500	\$ 16,250	\$ 111,250
THIRD-PARTY DATA				
Software: statistical analysis and qualitative interviews	744	-	-	744
THIRD-PARTY DATA SUBTOTAL	\$ 744	\$ -	\$ -	\$ 744
OTHER PROJECT EXPENSES				
Laptop: equipment required for onsite research and data collection at prosecutors' offices	1,900	-	-	1,900
OTHER EXPENSES SUBTOTAL	\$ 1,900	\$ -	\$ -	\$ 1,900
TOTAL DIRECT EXPENSES	\$ 174,778	\$ 83,809	\$ 39,081	\$ 297,668
INDIRECT EXPENSES (15% excluding third-party and data costs)	26,217	12,571	5,862	44,650
TOTAL FUNDING REQUEST	\$ 200,995	\$ 96,380	\$ 44,943	\$ 342,318

EXHIBIT B MILESTONES, REPORTING, AND PAYMENT SCHEDULE

Project Background: With this Grant, Grantee will examine the extent to which electing a progressive prosecutor furthers more just, and less punitive, outcomes in the criminal legal process. The research relies on three key groups: (1) practitioner partners, the Office of the Commonwealth’s Attorney for Arlington County and the City of Falls Church, Virginia and the Pima County Attorney’s Office in Arizona (the “Study Sites”), (2) community members from the Study Sites with exposure to the criminal legal system, and (3) the research team.

In partnership with the practitioner and community partners, the research team will engage in mixed-methods research. The quantitative component of the study will involve statistical analysis of case processing records pertaining to charging, diversion, and plea-bargaining decisions and how those decisions change, if at all, under a progressive chief prosecutor. The analyses will examine whether there are disparities in outcomes according to the social characteristics of those being prosecuted. The qualitative component of the study will involve interviews with chief prosecutors, supervisors, and line prosecutors in each Study Site to understand how prosecutors make charging, diversion, and plea-bargaining decisions and how the policies and preferences of the chief prosecutor affect those routine decision. The findings from this research will be shared directly with the community and practitioner partners, shared more broadly through policy briefs and a final report, and the findings will contribute to a collaborative effort with other grantees to identify best practices in prosecution. Specific deliverables are expected to include: a policy summary; executive summaries (outcomes 6 and 12 months after the start date of the elected prosecutor, respectively); a manuscript submitted to an academic publication; a final report on findings; and a presentation of the findings to relevant practitioners and community partners.

All milestones and reports 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.

Milestones and Reports	Completion Date
1. Grantee will submit the full plan for analyses to the Foundation for review and approval, once Study Sites are confirmed and initial visits to those Study Sites are complete. The finalized analysis plan will be posted on the Open Science Framework online resource prior to analyses commencing, as required by Section 7.	July 1, 2022
2. Convene community focus groups to help develop interview protocols.	October 31, 2022
3. Grantee will submit all survey, interview, focus group, and observation tools, as applicable, to the funded research to the Foundation for review prior to use in the project. If any changes are made after prior approval, revised versions should also be submitted for approval before use.	November 30, 2022
4. Grantee will hold twice-yearly calls with the Foundation for the lifetime of the project. If the Foundation determines it is appropriate to adjust the frequency of the check-in calls, this decision is in its sole discretion.	September 30, 2022 March 31, 2023 September 30, 2023 March 31, 2024 September 30, 2024
5. Grantee will acquire case processing data from the Study Sites.	December 31, 2022
6. Grantee will interview key stakeholders in the Study Sites.	October 31, 2023
7. Grantee will convene community focus groups in the Study Sites to share findings.	September 30, 2024
8. Grantee will meet with practitioner partners to discuss findings and	October 31, 2024

EXHIBIT C

implications.	
9. Grantee will share complete drafts of anticipated policy briefs as described in project background section above.	December 31, 2024
10. Grantee will share a draft with the Foundation of a manuscript to be submitted to an academic journal.	December 31, 2024
11. Grantee will share the final draft with the Foundation of any report or publication of findings.	December 31, 2024
Reporting	
12. Grantee will submit the first Grant Report to the Foundation as required by Section 5(b). In addition to the requirements of Section 5(b), this Grant Report will also include: a. Status of data sharing agreements; b. Status of development of data collection instruments; and c. Progress with data collection and analysis.	August 31, 2022
13. Grantee will submit additional Grant Reports to the Foundation as required by Section 5(b). In addition to the requirements of Section 5(b), these Grant Reports will also include: a. Status of data sharing agreements; b. Status of development of data collection instruments; c. Progress with data collection and analysis; d. Initial or preliminary findings to date; and e. Status of development of deliverables.	January 31, 2023 August 31, 2023 January 31, 2024 August 31, 2024
14. Grantee shall submit the final Grant Report to the Foundation as required by Section 5(b). In addition to the requirements of Section 5(b), this final report will also include: a. Any key lessons learned on prosecution, with emphasis on key learnings by decision-making point by jurisdiction; and b. Confirmation that Grantee has uploaded all research findings and any research artifacts (including all materials created for data coding, observation forms, structure interview guides, and focus groups) to OSF.	January 31, 2025

Payment Schedule: Provided Grantee has timely submitted the relevant documentation (e.g., Grant Report, analysis plan, etc.) evidencing its completion of the corresponding milestones or reports as described above, and is otherwise in full compliance with the terms of this Agreement, including, but not limited to, Exhibits A and B, the Foundation shall pay Grantee the Grant in accordance with the table below.

Installment Payments	Amount	Expected Date
1.	\$200,995.00	Within 30 days of the Effective Date.
2.	\$96,380.00	September 30, 2023
3.	\$44,943.00	February 28, 2025
TOTAL	\$342,318.00	

UNIVERSITY OF CALIFORNIA, IRVINE
OFFICE OF RESEARCH ADMINISTRATION

Subaward No.: _____

Reporting Period: _____

Principal Investigator: _____

INVENTION STATEMENT

Invention was _____ was not _____ conceived or first actually reduced to practice in the performance of work during the subaward reporting period.

EQUIPMENT REPORT

Equipment was _____ was not _____ purchased during the subaward reporting period.

If equipment was purchased during the subaward period, please provide the following information.

- Description of the equipment item
- Manufacturer, model number, and serial number
- Cost charged to the subaward
- Acquisition date

Signature of Principal Investigator

Date

Signature of Authorizing Official

Date

