



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

### **CONTRACTS / AWARDS / GRANTS**

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: March 5, 2019

*\* = Mandatory, information must be provided*

or Procurement Director Award ☐

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

John D. and Catherine T. MacArthur Foundation

**\*Project Title/Description:**

Safety and Justice Challenge

**\*Purpose:**

To support Pima County's participation as an implementation site in the Safety and Justice Challenge, the Foundation's criminal justice reform initiative aimed at reducing over-incarceration by changing the way America thinks about and uses jails.

**\*Procurement Method:**

This agreement is a non-procurement contract - not subject to procurement rules.

**\*Program Goals/Predicted Outcomes:**

The additional funding was based on the promise and progress of work to date. This new round of funding will provide Pima County and partners with additional support and continued expert technical assistance to strengthen and expand strategies that address the main drivers of local jail incarceration, with the goal of finding appropriate alternatives to incarceration, such as treatment and counseling and further reducing Pima County's average daily jail population from a jail capacity of 2377 to a 1574 average daily population by 2021.

**\*Public Benefit:**

This is a continuation of efforts put in place in 2015. The grant will continue to build on efforts to advance local criminal justice system reform and safely reduce Pima County's jail population.

**\*Metrics Available to Measure Performance:**

John D. and Catherine T. MacArthur Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe Pima County's program, discuss the program with Pima County's personnel, and review financial and other records and materials connected with the activities financed by this grant.

**\*Retroactive:**

Yes. Needed to route for review and signatures.

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Effective 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 22-73.***Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ 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 ☐ AmendmentDocument Type: GTAW Department Code: CA Grant Number (i.e.,15-123): 19 \* 089Effective Date: 1/1/19 Termination Date: 12/31/19 Amendment Number: \_\_\_\_\_☐ Match Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 1,800,000**\*All Funding Source(s) required:** MacArthur Foundation**\*Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** \_\_\_\_\_**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** NOContact: Dana Y. MoralesDepartment: County AdministrationTelephone: 724-3511Department Director Signature/Date: Wendy A. [Signature] Feb 20, 2019Deputy County Administrator Signature/Date: [Signature] 2/20/2019County Administrator Signature/Date: C. [Signature] 2/21/19

(Required for Board Agenda/Addendum Items)



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# Board of Supervisors Memorandum

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March 5, 2019

## Acceptance of MacArthur Foundation's Safety and Justice Challenge Grant

### Background

The John D. and Catherine T. MacArthur Foundation awarded Pima County a \$1.8 million grant over two years for the next phase of the Safety and Justice Challenge. This funding is the second allotment received by Pima County which will continue to support a plan to safely reduce jail admissions and length of stay, as well as address recidivism and disproportionate impact on low-income, minority and mentally ill adults. This latest award brings the Foundation's total investment in Pima County to \$3.3 million to date. In developing the jail reduction plan, the planning team analyzed extensive data about the demographic makeup of the jail population and the reason that inmates are in jail. The data revealed that as much as 82% percent of the jail population is held pending trial – meaning these individuals have not yet been convicted. The major drivers of the pretrial population include:

- 1) Large number of defendants who are awaiting trial on nonviolent misdemeanor or low-level drug possession charges, many of whom have addiction or mental health issues; and
- 2) Individuals who are charged with failing to appear (FTA) in court, often where the underlying charge is so minor the individual would not be held in jail.

The data also revealed African-Americans, Native Americans and Hispanics are held in jail at higher rates than their representation in the general population would indicate and that strategies targeting the FTA and other pretrial populations would help reduce such disparities.

The MacArthur Foundation funding will be used primarily to support diversion of non-dangerous individuals with substance abuse and/or mental health problems from jail and into community treatment at their first appearance before a judge. This plan will involve additional behavioral health screening of defendants at booking, with that information and treatment alternatives provided to the judge. Pretrial Services will also be available to supervise released defendants as needed. In addition, MacArthur funds will support data sharing software enhancements and data analysis activities.

The Pima County Adult Detention Center (PCADC) has been at or near capacity in recent years. In calendar year 2014, the average daily population was 2136; very close to maximum capacity. At that point, it appeared we would need to begin planning to add new jail capacity, which is an extremely expensive proposition at about \$150,000 to \$200,000 per new bed (up to \$20 million for just 100 additional beds), and which would require bond funding and years of advance planning.

In addition, at \$324.98 for the first day and \$99.79 for each subsequent day, jail is a very expensive place to house individuals whose primary issues relate to substance abuse and/or mental illness and who are not dangerous to the community. In addition to the cost of a jail bed, in 2018 the PCADC provided medical detoxification treatment (both alcohol and opioid) to 4990 individuals (an average of 13.67 individuals per day); and on average 33% percent of the jail population is part of the mental health caseload. All of these services drive up costs. The MacArthur Foundation funding provides us an opportunity to more effectively address the mental health and substance abuse issues that are the root causes of much incarceration and in doing so to improve the health and safety of our community.

On January 30, 2019, Pima County was one of six jurisdictions selected for additional funding based on the promise and progress of work to date. This new round of funding will provide Pima County and partners with additional support and continued expert technical assistance to strengthen and expand strategies that address the main drivers of local jail incarceration, with the goal of finding appropriate alternatives to incarceration, such as treatment and counseling and further reducing Pima County's average daily jail population from a jail capacity of 2377 to a 1574 average daily population by 2021.

A number of justice system agencies actively participated with the County Administrator's Office in preparing the successful re-application, including the Sheriff (including the jail), the County Attorney, Superior Court (including Pretrial Services and Adult Probation), Pima County Consolidated Justice Courts, the Public Defender and Legal Defender, County Behavioral Health, the Tucson Police Department, Tucson City Court and the Tucson City Prosecutor. All of these offices will continue to be involved in the grant-funded program.

The Safety and Justice Challenge is supporting local leaders in Pima County and across the country determined to tackle one of the greatest drivers of over-incarceration in America – the misuse and overuse of jails. Pima County was first selected to join the collaborative Safety and Justice Challenge Network in 2015 and has since used the resources and funding provided by the Challenge to implement bold reforms, including Warrant Resolution Courts on nights and weekends; pre-trial screenings; an automated call, text and email court-date reminder system; creation of a multi-disciplinary criminal justice jail population review committee and probation jail reduction committee, creation of a "data team" focusing specifically on criminal justice issues; enhanced case processing; increased community engagement including listening sessions with regional tribal nations and improved job training and workforce development for inmates.

In partnership with local law enforcement, the courts, prosecutors and defense attorneys, the treatment community, tribal nations, religious leaders and concerned members of the community, including formerly incarcerated individuals, Pima County has developed a comprehensive plan for additional reform strategies over the next two years. Key strategies and initiatives to achieve this goal and create a safer, more effective system include:

- Improving court processing to increase efficiency

The Honorable Chairman and Members, Pima County Board of Supervisors  
**Re: Acceptance of MacArthur Foundation's Safety and Justice Challenge Grant**  
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- Reducing racial and ethnic disparities

Three years after its public launch, the Challenge Network has grown into a collaborative of 52 counties, cities, and states modeling and inspiring reforms to create fairer, more effective local justice systems across the country.

Several of the nation's leading criminal justice organizations will continue to provide technical assistance and counsel to the Pima County Safety and Justice Challenge, Pima County partners, and the other jurisdictions involved in the Challenge: the Center for Court Innovation, the Institute for State and Local Governance at the City University of New York, the Justice Management Institute, Justice System Partners, the Pretrial Justice Institute, the Vera Institute of Justice, Policy Research, Inc., and the W. Haywood Burns Institute.

Recommendation

I recommend the Board of Supervisors accept the \$1.8 million grant from the John D. and Catherine T. MacArthur Foundation.

Sincerely,



C.H. Huckelberry  
County Administrator

CHH/mp – February 20, 2019



## AGREEMENT

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

DATE: January 18, 2019

GRANT NO.: 18-1705-151961-CJ

GRANTEE: Pima County, Arizona  
130 W Congress  
Tucson, AZ 85701  
("your organization")

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

GRANT AMOUNT: U.S. \$1,800,000

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

FOR USE OVER THE PERIOD: January 1, 2019 - December 31, 2020

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

Initial Installment:	U.S. \$450,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(B) herein
Installment 2:	U.S. \$450,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(C) herein
Installment 3:	U.S. \$900,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(D) herein

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

March 31, 2019:	Interim Report, as further described in Paragraph 1(C) herein
February 29, 2020:	Annual Report, covering the period January 1, 2019 through December 31, 2019
February 28, 2021:	Annual Report, covering the period January 1, 2020 through December 31, 2020
February 28, 2021:	Final Report, covering the period January 1, 2019 through December 31, 2020

### OTHER TERMS AND CONDITIONS:

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

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

(C) Payment of the second installment and all subsequent installments of the grant funds are contingent upon the Foundation's receipt and approval, in its sole discretion, of a revised Implementation Plan.

(D) Payment of the third installment of the grant funds is contingent upon the Foundation's receipt and approval, in its sole discretion, of (i) the revised Implementation Plan and (ii) the annual report specified in the Due Dates above and described in Paragraphs 4(A) and 4(B) below.

2. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.
3. **USE OF FUNDS:** (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such Purpose, substantially in accordance with the document uploaded into GMS by the Foundation on January 17, 2019 and entitled "Final Proposal 151961", and the budget uploaded into GMS on January 8, 2019, relating thereto (the "Approved Budget"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the Approved Budget, including the timing of expenditures, at any point during the course of this grant.

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

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

(2) Your organization hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d)(1) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. Your organization further confirms that the primary purpose of undertaking the work described in your organization's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945(d)(1) of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to your organization's tax or legal advisor.

(3) Your organization agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

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

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

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

the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "Third Party"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

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

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

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



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

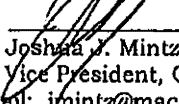
10. **EVALUATING OPERATIONS:** The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records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

all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

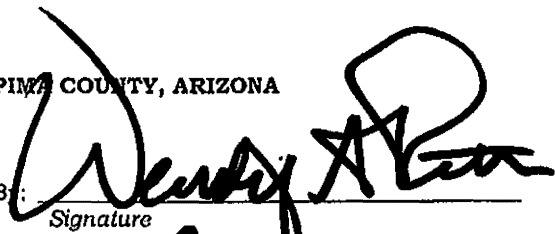
18. **DUE AUTHORITY:** The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is an officer of your organization and has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.

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

JOHN D. AND CATHERINE T.  
MacARTHUR FOUNDATION

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

PIMA COUNTY, ARIZONA

By:   
Signature  
Its: Asst County Administrator  
Title  
Acceptance Date: Jan 25, 2019

Payment should be made payable to PIMA COUNTY, ARIZONA

To facilitate receipt of the grant funds:

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

*ATTEMPTS TO INFLUENCE LEGISLATION  
BY MacARTHUR FOUNDATION GRANTEES*

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

### Lobbying

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

#### *Direct Lobbying*

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

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

#### *Indirect Lobbying*

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not. Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

#### *Specific Legislation*

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

#### *Legislation*

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

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

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

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

#### *Encouraging Recipient to Take Action*

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

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

### Exceptions

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

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with

which government would be expected to deal eventually. Accordingly, it is permissible to speak to legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

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

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

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the

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

#### Related Issues

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

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

#### Questions

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

*PERMISSIBLE AND PROHIBITED ACTIVITIES**Some Permissible Public Policy Activities*

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

*Some Prohibited Public Policy Activities*

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

**ATTACHMENT I**

## Policy Regarding Intellectual Property Arising Out of Foundation Grants

## Introduction

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

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

The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this policy in light of this understanding. The attached glossary defines certain underscored terms used in this Policy. A Guidance Memorandum that provides further detail on the Foundation's approach to specific issues accompanies this policy and will be revised from time to time as appropriate.

## Policy

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

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

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

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

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

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



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

### **Glossary**

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

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

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

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

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

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

**Source:** Evaluation Thesaurus. Michael Scriven.

GRANTEE SIGNATURE PAGE:

*Subject to the provisions of A.R.S. § 38-511 regarding conflict of interest:*

PIMA COUNTY:

By:

\_\_\_\_\_  
Chairman, Pima County Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM:



Deputy County Attorney  
**STACEY ROSEBERRY**