



Board of Supervisors Memorandum

June 2, 2015

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

Background

Pima County has been awarded a \$150,000 grant from the John D. and Catherine T. MacArthur Foundation to support a six-month planning process to develop strategies to safely reduce jail admissions and length of stay, as well as to address recidivism and disproportionate impact on low-income, minority and mentally ill adults. In addition to the funding, the MacArthur Foundation is providing technical support throughout the process.

Pima County was one of only 20 jurisdictions nationwide selected for this grant, out of 191 applicants in 45 states, which roughly account for one-third of the country's jail capacity. The planning grant is part of Phase I of the Foundation's \$75 million Safety and Justice Challenge, an initiative to reduce incarceration at the local level. At the end of the planning process in December 2015, Pima County will have the opportunity to apply for a Phase II implementation grant of between \$500,000 and \$2 million annually for two to five years. This funding will assist Pima County in improving our justice system and reducing unnecessary and costly incarceration.

The MacArthur Foundation noted in its notification to the County that we were selected because we "made a compelling case of leadership, capacity, and commitment to change." A number of justice system agencies actively participated with the County Administrator's Office in preparing the successful application, including the Sheriff (including Jail staff), 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, as well as Pima County's Information Technology Department, will continue to be involved in the grant-funded planning process.

Recommendation

I recommend the Board of Supervisors accept the \$150,000 grant from the MacArthur Foundation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C.H. Huckelberry". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

C.H. Huckelberry
County Administrator

CHH/mjk – May 27, 2015
Attachments

c: Ellen Wheeler, Assistant County Administrator

MacArthur Foundation

May 20, 2015

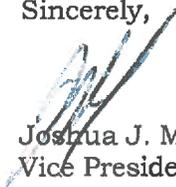
Ms. Sharon Bronson
County Supervisor, Chair, District 3
Pima County Administrator's Office
District 3
130 W. Congress, 11th Floor
Tucson, AZ 85701

Dear Ms. Bronson:

It is my pleasure to inform you that the MacArthur Foundation has awarded a grant in the amount of \$150,000 to Pima County, Arizona in support of generating a plan to target jail misuse and overuse as part of a network of sites participating in the Safety and Justice Challenge. The terms and conditions of this grant are described in the enclosed agreement. We ask that an authorized representative of your organization execute the agreement and return it to my attention. If you or your staff have any questions on the contents of the agreement, please contact Steven Casey, Manager, Grants and Budget, at (312) 516-1642.

We wish you every success in your important work which we are pleased to support.

Sincerely,



Joshua J. Mintz
Vice President and General Counsel

Enclosure
Grant No. 15-108438-000-USP

AGREEMENT

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

DATE: May 20, 2015

GRANT NO.: 15-108438-000-USP

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. \$150,000

PURPOSE OF GRANT: In support of your organization's project to generate a plan to target jail misuse and overuse as part of a network of sites participating in the Safety and Justice Challenge, the Foundation's criminal justice reform initiative to reduce over-incarceration by changing the way America thinks about and uses jails (the "**Purpose**")

FOR USE OVER THE PERIOD: May 1, 2015 - April 30, 2016

EXPECTED PAYMENT SCHEDULE, as may be amended by the Foundation from time to time (the "**Payment Schedule**");

Initial Installment: U.S. \$150,000, paid in a single lump sum

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

December 31, 2015: Interim Report, covering the period through November 30, 2015
May 31, 2016: Final Report, covering the entire life of the grant

OTHER TERMS AND CONDITIONS:

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

(B) The initial installment of the grant funds will be made within ninety (90) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents.
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, and it is understood that these grant funds will be used only for such Purpose, substantially in accordance with the proposal submitted by your organization on or about March 31, 2015 and the budget submitted by your organization on or about May 14, 2015 (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) 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 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. IDENTITY OF GRANT RECIPIENT: If, after further discussions and due diligence, the beneficiary of the grant funds is an agency other than the named entity herein, the parties shall execute such amendments, documents and agreements as are necessary to ensure funds are provided to the agency/recipient with control and oversight of the grant funds, provided such agency/recipient is a governmental entity or public charity.

5. 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 may be submitted electronically through the Foundation's secure website. Instructions for the electronic submission will be sent to your organization under separate cover. Alternatively, hard paper copies of the written reports, signed by an officer of your organization, may be sent to the Foundation to the attention of Steven Casey, Manager, Grants and Budget, US Programs.

(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.

6. INTELLECTUAL PROPERTY: (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of the Use of Foundation Funds (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. 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 or 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 6(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.

7. **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.
8. **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.
9. **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.
10. **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 the Foundation's Office of Public Affairs.
11. **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.

- 12. **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.
- 13. **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.
- 14. **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.
- 15. **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.
- 16. **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.
- 17. **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**

PIMA COUNTY, ARIZONA

By: _____
Joshua G. Mintz
Its: Vice President and General Counsel

By: _____
Signature

Its: _____
Title

Acceptance Date: _____

APPROVED AS TO FORM

**Deputy County Attorney
TOBIN ROSEN**

To facilitate receipt of the grant funds, complete the following and return the fully-signed agreement to Joshua J. Mintz, Vice President and General Counsel of the MacArthur Foundation, 140 South Dearborn Street, Suite 1200, Chicago, Illinois 60603-5285.

Payment should be made payable to PIMA COUNTY, ARIZONA

Please provide mailing instructions below for the remittance or attach wire transfer instructions. Please note that bank fees may be charged to the recipient by the bank(s) processing the wire transfer.

Contact Name: _____

Title: _____

Organization: _____

Address: _____

Phone (optional): _____

E-Mail (optional): _____

**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 THE USE OF FOUNDATION FUNDS

Introduction

Foundation grants often result in tangible products, such as reports, papers, research, data sets, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy addresses the ownership, use, copyright to, and distribution of the Grant Work Product by balancing the interests of the Foundation with the interests of the grantee and other interested parties. 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 experience.

Policy

The Foundation's policy is to ensure that the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination of the Grant Work Product at minimal cost or, when justified, at a reasonable cost.

The Foundation encourages openness in research and freedom of access to underlying data by persons with a serious interest in the research. Grantees are also encouraged to explore opportunities to use existing and emerging internet distribution models and, when appropriate, open access journals, Creative Commons license or similar mechanisms that result in broad access for the interested field and public.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product or limited 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.

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 for charitable purposes. While copyright to the Grant Work Product will ordinarily remain with the grantee, the Foundation will require that it be granted a no-cost assignable license to use or publish the Grant Work Product. The Foundation will exercise the license only if the grantee does not or cannot provide for broad and prompt dissemination consistent with this Policy. The Foundation may forego a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure prompt public dissemination of the Grant Work Product.

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 is effective September 18, 2008.