



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF



March 20, 2018

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

35 March 20, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE
JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION FOR
PHASE III OF THE SAFETY AND JUSTICE CHALLENGE GRANT PROGRAM
AND APPROVE AN APPROPRIATION ADJUSTMENT
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

Request Board approval authorizing the Sheriff of Los Angeles County (County) to execute a Grant Award Agreement Number 17-1704-151860-CJ (Agreement) for the Fiscal Year (FY) 2017-18 Phase III Safety and Justice Challenge Grant Program (Program) from the John D. and Catherine T. MacArthur Foundation (Foundation) in the amount of \$350,000 and approve an Appropriation Adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Agreement with the Foundation accepting grant funds in the amount of \$350,000 with no match requirement for the grant period from October 1, 2017, to September 30, 2018.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the Program.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

3. Approve an Appropriation Adjustment to increase the Department's Custody Budget Unit in the amount of \$350,000 (Salaries and Employee Benefits - \$96,000; Services and Supplies - \$154,000; and Other Charges, including non-County agencies - \$100,000) for FY 2017-18 to be fully offset by grant funding.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute individual funding agreements to transfer Foundation grant funds to the Program participating agencies, including but not limited to, the Department of Probation, Department of Mental Health, and Los Angeles City Attorney's Office, for reimbursement of Program funds, and to execute, as necessary, all future amendments to such funding agreements.
5. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to the Foundation for the Program in future FYs, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During the first and second phases of this continuing Program, the County committed to enhancing and expanding its exceptional justice system reform efforts. In the third phase, the major areas of concentration include: 1) bail/pretrial services reform with the goal of reducing the size of the pretrial jail population; 2) pre-arrest and post-arrest diversion; 3) comprehensive and effective re-entry assistance for those who cycle between medical and/or mental health facilities and custody environments (with a focus on the homeless population); and 4) increased decision making by communities through restorative justice panels in lieu of traditional criminal justice case processing.

Funding as a Safety and Justice Challenge partner site will enable the County to: 1) expand the use of Mental Health Evaluation Teams, which are specially trained deputies paired with Department of Mental Health clinicians who provide assistance to law enforcement by diverting mentally ill individuals to community treatment as an alternative to arrest; 2) select and develop a validated risk assessment tool for release evaluation of pretrial defendants while exploring the expanded use of pretrial supervision; and 3) expand reentry services for individuals leaving custody, including but not limited to, providing assistance to obtain replacement identification cards, providing referrals to appropriate services provided by community based partners and other County departments, and providing assistance with transportation needs.

In addition, to broaden the County's reach, the Los Angeles City Attorney's Office is now included as its partner through the City Attorney's criminal justice reform based

Neighborhood Justice Program (NJP). NJP diverts certain offenders away from the criminal justice system through restorative justice approaches to reduce over incarceration and impact recidivism rates.

Implementation of Strategic Plan Goals

This Program is consistent with the County's Strategic Plan, Goal I.2, Enhance Our Delivery of Comprehensive Interventions, by delivering comprehensive and seamless services to those seeking assistance from the County. Successfully enhancing this Program will effectively and strategically approach safely reducing low-risk jail incarceration.

FISCAL IMPACT/FINANCING

The total cost for the Program is \$350,000 (Salaries and Employee Benefits - \$95,961; Services and Supplies - \$154,039; and Other Charges, including non-County agencies - \$100,000). There is no match requirement.

Approval of an Appropriation Adjustment is requested to increase the Department's Custody Budget Unit in the amount of \$350,000 (Salaries and Employee Benefits - \$96,000; Services and Supplies - \$154,000; and Other Charges, including non-County agencies - \$100,000) for FY 2017-18 to be fully offset by grant funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This will be the third year of funding for the Program. The term of the Agreement is from October 1, 2017, to September 30, 2018.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The offices of the District Attorney, the Public Defender, and the Alternate Public Defender have determined that this Program will not have a significant impact upon their respective departments.

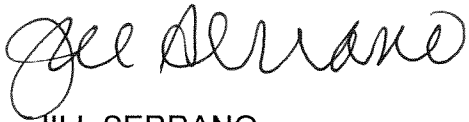
The Honorable Board of Supervisors
March 20, 2018
Page 4

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Grants Unit.

Sincerely,

JIM McDONNELL, SHERIFF

A handwritten signature in black ink, appearing to read "Jill Serrano". The signature is written in a cursive, flowing style.

JILL SERRANO
ASSISTANT SHERIFF

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: Safety and Justice Challenge Grant Phase III

The primary objective of the continuing Program is to enhance and expand its exceptional justice system reform efforts. In the third phase, the major areas of concentration include: 1) bail/pretrial services reform with the goal of reducing the size of the pretrial jail population; 2) pre-arrest and post arrest diversion; 3) comprehensive and effective reentry assistance for those who cycle between medical and/or mental health facilities and custody environments (with a focus on the homeless population); and 4) increased decision-making by communities through restorative justice panels in lieu of traditional criminal justice case processing.

Funding Agency John D. and Catherine T. MacArthur Foundation	Program (Fed. Grant # /State Bill or Code #) Grant # 17-1704-151860-CJ	Grant Acceptance Deadline Upon executed agreement
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Total Amount of Grant Funding: \$350,000	County Match: \$0
Grant Period: 12 months	Begin Date: October 1, 2017
Number of Personnel Hired Under This Grant: 0	End Date: September 30, 2018
	Full Time: N/A Part Time: N/A

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ___ No N/A

Will all personnel hired for this program be placed on temporary ("N") items? Yes ___ No N/A

Is the County obligated to continue this program after the grant expires? Yes ___ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a.) Absorb the program cost without reducing other services Yes ___ No X

b.) Identify other revenue sources Yes X No ___
(Describe) Search for other potential grant funding.

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No ___

Impact of additional personnel on existing space: No impact on existing space.

Other requirements not mentioned above: None

Assistant Head Signature _____ **Date** _____
Jill Serrano, Assistant Sheriff

February 06, 2018
DEPT NO: 770

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF SHERIFF

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

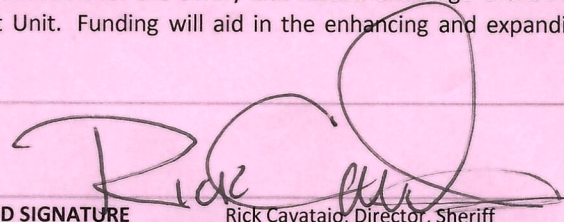
**ADJUSTMENT REQUESTED AND REASONS THEREFOR
FY 2017-18
4 - VOTES**

SOURCES		USES	
SHERIFF - CUSTODY A01-SH-91-906A-15681-15685 LOCAL GRANTS INCREASE REVENUE	350,000	SHERIFF - CUSTODY A01-SH-1000-15681-15685 SALARIES & EMPLOYEE BENEFITS INCREASE APPROPRIATION	96,000
		SHERIFF - CUSTODY A01-SH-2000-15681-15685 SERVICES & SUPPLIES INCREASE APPROPRIATION	154,000
		SHERIFF - CUSTODY A01-SH-5500-15681-15685 OTHER CHARGES INCREASE APPROPRIATION	100,000
SOURCES TOTAL	350,000	USES TOTAL	350,000

JUSTIFICATION

Reflects the transfer of \$350,000 from the John D. And Catherine T. MacArthur Foundation for the Safety and Justice Challenge Grant Program (Phase III - Grant Award Agreement Number 17-1704-151860-CJ) - Custody Budget Unit. Funding will aid in the enhancing and expanding the County's exceptional justice system reform efforts.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES



AUTHORIZED SIGNATURE

Rick Cavataio, Director, Sheriff

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED) **# 85** **MAR 2 0 2018**


CELIA ZAVALA

ACTING EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

- ACTION
- RECOMMENDATION

BY *Lanfarn*
DATE *Feb 2, 2018*

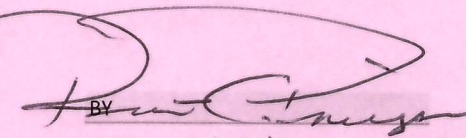
AUDITOR-CONTROLLER

B.A. NO. *156*

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER



DATE *2/2/18*

AGREEMENT

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

DATE: October 2, 2017

GRANT NO.: 17-1704-151860-CJ

GRANTEE: County of Los Angeles, California
4700 Ramona Blvd.
Monterey Park, CA 91754
("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. \$350,000

PURPOSE OF GRANT: In support of your organization's targeted efforts to reduce jail incarceration and disparities in jail usage as a site in the Safety and Justice Challenge Network (the "**Purpose**")

FOR USE OVER THE PERIOD: October 1, 2017 - September 30, 2018

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

Initial Installment: U.S. \$350,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(B) herein

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

December 10, 2017: Interim Report, as further described in Paragraph 1(B) herein
November 30, 2018: Annual Report, covering the period through September 30, 2018
November 30, 2018: Final Report, covering the period October 1, 2017 through September 30, 2018

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 written confirmation by your organization that the County of Los Angeles Board of Supervisors has officially approved the proposal and budget referenced in Paragraph 3(A) of this agreement. Your organization's submission of this written confirmation is referenced herein as the "Interim Report." 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 GMS.
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 September 27, 2017 and entitled "Final Proposal 151860", and the budget uploaded into GMS on June 1, 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) 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. 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. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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**

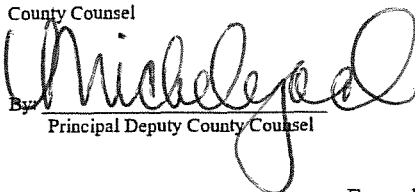
COUNTY OF LOS ANGELES, CALIFORNIA

By: _____
Joshua J. Mintz
Its: Vice President, General Counsel, and Secretary

By: _____
Signature
Its: _____
Title

APPROVED AS TO FORM (for LASD):
MARY C. WICKHAM
County Counsel

Acceptance Date: _____

By: 
Principal Deputy County Counsel

Payment should be made payable to COUNTY OF LOS ANGELES, CALIFORNIA

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. The MacArthur Electronic Payment Authorization Form can be downloaded from the Document Library of the Foundation's Grants Management System.
-

Contact Name: Olivia Ong
Title: Accounting Officer III
Organization: Los Angeles County Sheriff's Department
Address: Grants Accounting Financial Programs
211 W. Temple Street, 6th Floor, Los Angeles, CA 90012
Phone (optional): (213) 229-1810
E-mail (optional): omong@lasd.org

**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.