



HARRIS COUNTY, TEXAS

Office of Budget Management 1001 Preston; Suite 500 Houston, TX 77002 713-274-1135

Grants Coordination Section - Conveyance Form Application Award

Amendment

Department Name / Number Justice Administration - 207		DUNs Not Applicable	Grant Title Safety & Justice Challenge Network '19
Funding Source: The MacArthur Foundation: CFDA# N/A		Grant Agency: The MacArthur Foundation	
Program Year: 3 rd		Program Ending:	
Grant Begin Date: 01/01/2019		Grant End Date: 06/30/2021	
Grant Org. Key: 100001000000552 YAA20104 YAA20105 YAA70003		If applicable, Prior Year Org. Key: YAA@@@@@	

Grant Description:

Through the Safety and Justice Challenge, the MacArthur Foundation will support a nationwide network of selected local jurisdictions committed to finding ways to safely reduce jail incarceration, with a particular focus on addressing disproportionate impact on low-income individuals and communities of color. With help from a consortium of national experts and technical assistance providers, participating sites will rigorously examine how their jails are being used; who is being held there, and what risks they pose to the community; what policies and practices have driven the growth of local jail populations; and what strategies will work to reduce the unnecessary use of jail without compromising public safety.

	Revised Total Budget	New Grant Funded	Orig. Grant Funded	New County Funded	Orig. County Funded
Salary & Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Labor	\$2,100,000.00	\$0.00	\$2,100,000.00	\$0.00	\$0.00
Sub Tot. Incremental Cost	\$2,100,000.00	\$0.00	\$2,100,000.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$2,100,000.00	\$0.00	\$2,100,000.00	\$0.00	\$0.00

* under development

Full Time Equivalent Positions

Date Guidelines are Available

% of Positions Paid by Grant

Grant Submittal Deadline Date

Grant Discussion:

This no-cost item relates to an award that was accepted by Commissioners Court on 2/12/19 and previously amended to update a Data Use Agreement (DUA) and on 5/14/19 to enter into an agreement with Harris County Community Supervision and Corrections to provide assessments and other related services. The purpose of this item is to extend the term of the sub-contract agreement to 6/30/21 and to realign certain budget lines to ongoing needs. All other aspects remain the same.

County Funded Cost Projection

Year	Required	Discretionary
2020	-	-
2021	-	-
2022	-	-
2023	-	-
2024	-	-

Completed by :

Cadow, Eric

Date :

Reviewed by:

Date :

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY JUDGE TO ACCEPT NO COST EXTENSION OF THE JOHN D. AND CATHERINE T. MacARTHUR FOUNDATION SAFETY + JUSTICE CHALLENGE GRANT ON BEHALF OF HARRIS COUNTY

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The adopted order follows:

IT IS ORDERED that Harris County Judge Lina Hidalgo or her designee is hereby authorized, on behalf of Harris County, to accept a no cost extension of the John D. and Catherine T. MacArthur Foundation Safety + Justice Challenge Grant and to sign any ancillary grant documents:

Grant Amount: \$2,100,000.00

Amended Grant Term: 01/01/2019 - 06/30/2021

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Archived: Tuesday, March 23, 2021 7:44:38 AM

Subject: FW: No-Cost Extension Approved

Importance: Normal

Sensitivity: None

From: The MacArthur Foundation - Online Portal <do-not-reply.grants07-us-east-1@flux.io>

Sent: Monday, March 22, 2021 10:04 AM

To: Cadow, Eric (Budget Management) <Eric.Cadow@bmd.hctx.net>

Cc: fluxx@macfound.org

Subject: No-Cost Extension Approved

Dear Wallis Nader,

This is to notify you that the no-cost extension for grant G-1705-151953 has been approved. Your revised grant term is now January 1, 2019 to June 30, 2021 and is noted on your grant. We recommend that you review updated report deadlines, which can be found under "Reports to Submit" in the grants portal.

If you have any questions, please contact your Grants Manager at gsuarez@macfound.org.

Sincerely,

John D. & Catherine T. MacArthur Foundation
140 S. Dearborn Street
Chicago, IL 60603-5285

[flux: request_amendment/109090]



JUSTICE ADMINISTRATION DEPARTMENT

HARRIS COUNTY, TEXAS

Jim Bethke, Director
1115 Congress St., 6th floor
Houston, TX 77002
(832) 927-6990

February 22, 2021

John D. and Catherine T. MacArthur Foundation
Office of Grants Management
140 S. Dearborn Street
Chicago, IL 60603-5285
Attn: Laurie Garduque, Director, Criminal Justice lgarduqu@macfound.org
Cc: Quinn Hanzel, Grants Manager QHanzel@macfound.org

Re: No Cost Extension of Safety + Justice Challenge Grant

Dear Laurie,

On behalf of Harris County, I write to request a no cost extension for our Safety + Justice Challenge grant with the MacArthur Foundation. If approved, the new end date will be June 30, 2021. Based on the attached revised budget, we project spending down all of the MacArthur Foundation investment by the end of June 2021.

Overview of SJC in HCTX and Why We Are Asking for an Extension

Harris County's SJC Team, like many other sites, faced numerous unplanned challenges in the 2019-2020 grant period and worked diligently to overcome these obstacles. Ultimately, we were unable to spend all of the allotted grant funds during the grant period. Despite these challenges, which stalled work related to case processing and advancing pretrial reform, we made progress in pretrial efforts by reducing the average length of stay and building our capacity to have robust community engagement efforts, which address racial and ethnic inequities. To continue our work, we are requesting to shift unspent funds to the following strategies that work together to address our jail population in a manner that centers on community engagement and reducing racial disparities:

- 1) Providing support for the Racial and Ethnic Equity (REE) Committee. The Committee was relaunched in December 2020 with a new structure. The majority of the new Committee is comprised of community stakeholders to ensure the work is led by those most impacted by the disparities in our criminal justice system – residents of the community. To support their future work, we are requesting \$11,279 be allocated to

build member capacity to deliver recommendations to the Criminal Justice Coordinating Council and meaningful work to the Harris County community.

Extracting from our community without compensation is another inequitable practice that must be broken as we tackle the disparities of our criminal justice system. It is a national best practice to compensate subject matter experts for their time and attention in order to ensure equitable power and engagement. For this reason, we are requesting to allocate \$35,000 to support Community stakeholders receive stipends for their participation, work, and contributions to the REE Committee and CJCC.

As Harris County continues to grapple with an alarmingly high jail population, we are navigating new ways to address this equitably. One such method would be to expand support of current work focused on increasing pre-trial release opportunities for young adult felony offenders that connect them to community-based organizations and supportive services. Building a network of community based organizations that can provide supportive services instead of restrictive monitoring conditions. We are requesting \$75,000 to allocate towards the expansion of the pretrial release pilot program.

Our initial community engagement grants received nine responses for approximately \$50K each. However, due to our restricted funding we initially moved forward with three providers and further restricted funds to \$30K each. Based on this initial solicitation, we know that there is a gap in our funding for community based public safety solutions. Diverting remaining funds to these grant opportunities would allow for further partnership with the local network of nonprofits that provide critical services to our vulnerable justice involved population. To that end, we are requesting to allocate \$130,000 in additional community engagement grant funding.

Finally, we are currently in the RFP process for the disparity key point study (\$50,000) and the initial community engagement grant (\$100,000) and working with purchasing and the County Attorney's Office on executing a personal services agreement with the Harvard Kennedy School, Government Performance Lab for the Pretrial Services Step-Down Pilot (\$100,000). We will be encumbering these funds before the end of June.

To summarize – the MacArthur Foundation's award to Harris County has truly made an impact on our massive system. However, we acknowledge that the anticipated impact was not delivered in some of the ways originally planned, while delivering in other substantial forms. In January of 2020, with added capacity and infrastructure, the Justice Administration Department is now able to stand up a portfolio of work that centers on community engagement and reducing racial and ethnic disparities.

We are grateful for the Foundation's continued support of our reform work in Harris County. Additionally, we are equally grateful for the Foundation's insistence that Harris County aim for more tangible impact and change in our system. We look forward to your continued partnership and accountability. Should you have any questions, please do not hesitate to contact me or my team.

Sincerely,



Jim Bethke (Feb 22, 2021 13:41 CST)

Jim Bethke



Budget Template

Cost Category		NCE Rollover	Notes
II. Professional Services			
CE	Community Engagement Grants	\$ 230,000.00	In the RFP for the initial \$100,000 CE Grant, will be encumbered in the next couple of months.
RRED	Expanded JOY Pre Trial Release Pilot	\$75,000	
RRED	REE Committee Marketing/Membership	\$12,602	
RRED	Disparity Key Decision Point Study	\$48,677	In the RFP process, will be encumbered in the next couple of months
PTS	GPL Step-Down Supervision Pilot in Pretrial Services	\$100,000	Previously approved - in the process for a personal services agreement. To be encumbered in the next couple of months
		\$ 466,279.15	
III. Data Enhancements (e.g., IT system improvements, technology, staff)			
IV. Equipment and Hardware			
V. Travel (e.g., airfare, hotel accommodations, food and incidentals)			
VI. Meeting Expenses (e.g., meeting space, food and supplies)			
RRED/CE	Meetings of the Racial and Ethnic Equity Committee (stipends)	\$35,000	
Total			
KEY		NCE Rollover	
RRED	Target Reductions in Racial and Ethnic Disproportionality	171,279	
CE	Community Engagement	230,000	
PTS	Maximize Safe, Effective Pretrial Release	100,000	
		\$ 501,279.00	

18.6



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building
1001 Preston, Suite 500
Houston, TX 77002
(713) 274-1100

February 8, 2019

Vote of the Court:

To: County Judge Hidalgo and
Commissioners Ellis, Garcia,
Radack and Cagle

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

From: ~~William J. Jackson~~

Re: MacArthur Safety+Justice Challenge Grant Renewal Award

The attached MacArthur Safety+Justice Challenge grant renewal award is presented for Commissioners Court consideration. In October, the County submitted an application requesting \$6.7 million over two years and received an actual award amount of up to \$2.1 million over two years. \$525,000 of the award is contingent on the county developing additional jail population reduction strategies and submitting a revised implementation plan and budget by March 31, 2019. The final \$1.05 million payment is subject to the Foundation's receipt and approval of the county's annual report by February 29, 2020.

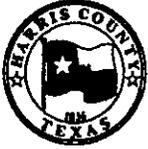
On the prior, 2016 MacArthur grant, the county received \$2 million from the Foundation and provided over \$3.3 million of county funds. For this renewal, the awarded funding level of \$2.1 million will continue to require additional county funding to maintain the existing programs. As such, there are two separate but related items on the February 12, 2019 Commissioners Court agenda requesting county funding along with authorization to move certain positions from the grant to the General Fund.

If the county does not receive the \$2.1 million of MacArthur grant funds, it is expected that an additional request will be brought to Commissioners Court on a future agenda to fund approximately \$750,000/year of existing program costs (mostly CSCD employees and contract peer navigator staff) that are currently included as costs that would be paid from the grant.

Presented to Commissioners Court

FEB 12 2019
APPROVE GIC
Recorded Vol _____ Page _____

US-orig Hr + order + copy back up
Budget (Judr) - Copy Hr + CC order + orig back up
Grant



HARRIS COUNTY, TEXAS

Office of Budget Management 1001 Preston; Suite 500 Houston, TX 77002 713-274-1135
Grants Coordination Section - Conveyance Form Application Award

Department Name / Number	DUNs	Grant Title
BUDGET MANAGEMENT - 201	Not Applicable	Safety & Justice Challenge Network '19
Funding Source: The MacArthur Foundation: CFDA# N/A	Grant Agency: The MacArthur Foundation	
Program Year: 3 rd	Program Ending:	
Grant Begin Date: 01/01/2019	Grant End Date:	12/31/2020
Grant Org. Key:	If applicable, Prior Year Org. Key:	YAA@@@@@

Grant Description:

Through the Safety and Justice Challenge, the MacArthur Foundation will support a nationwide network of selected local jurisdictions committed to finding ways to safely reduce jail incarceration, with a particular focus on addressing disproportionate impact on low-income individuals and communities of color. With help from a consortium of national experts and technical assistance providers, participating sites will rigorously examine how their jails are being used; who is being held there, and what risks they pose to the community; what policies and practices have driven the growth of local jail populations; and what strategies will work to reduce the unnecessary use of jail without compromising public safety.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	\$0.00	\$0.00	\$0.00
Non-Labor	\$2,100,000.00	\$2,100,000.00	\$0.00
Sub Tot. Incremental Cost	\$2,100,000.00	\$2,100,000.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00*
TOTALS	\$2,100,000.00	\$2,100,000.00	\$0.00

* under development

Full Time Equivalent Positions

0.00

Date Guidelines are Available

% of Positions Paid by Grant

0.00 %

Grant Submittal Deadline Date

Grant Discussion:

This award is for renewal funding for the MacArthur Foundation's Safety + Justice grant program, which provides funding for implementation of strategies developed in connection with the primary goal of finding better, fairer and more effective alternatives to excessive jail incarceration. These strategies include: state jail felonies, case processing, and jail population management, among others. Note: Once finalized, a revised budget allocating funds for salaries and other line items will be issued, as well as position requests.

County Funded Cost Projection

Year	Required	Discretionary
2019	-	-
2020	-	-
2021	-	-
2022	-	-
2023	-	-

Completed by :

Cadow, Eric

Date :

2/6/19

Reviewed by :

Date :

2/6/19

ORDER

STATE OF TEXAS

COUNTY OF HARRIS

On this, the 12th day of February, 2019, the Commissioners' Court of Harris County, Texas, sitting as the governing body of Harris County, upon motion of Commissioner A. Garcia, seconded by Commissioner Cagle, duly put and carried,

IT IS ORDERED that County Judge Lina Hidalgo or her designee be hereby authorized, on behalf of Harris County, to accept a renewal grant for the Safety + Justice program:

Grant Amount: \$2,100,000.00
Grant Term: 01/01/2019 -- 12/31/2020

Vote of the Court:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Presented to Commissioners Court

FEB 12 2019
APPROVE G/C
Recorded Vol _____ Page _____

AGREEMENT

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

DATE: February 5, 2019

GRANT NO.: 18-1705-151953-CJ

GRANTEE: Harris County, Texas
1001 Preston
Suite 500
Houston, TX 77002
(*"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. \$2,100,000

PURPOSE OF GRANT: To support Harris 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. \$ 525,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(B) herein.

Installment 2: U.S. \$ 525,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(C) herein.

Installment 3: U.S. \$1,050,000, 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 the Revised Budget and 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 Budget and 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 February 4, 2019 and entitled "Final Proposal 151953", and the budget uploaded into GMS on January 28, 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 its 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**

HARRIS COUNTY, TEXAS

By: John McIntz
JOHN D. MACINTZ

By: Lina Hidalgo
Signature

Ita: Vice President, General Counsel, and Secretary
E-Mail: jmcintz@macfound.org

Ita: COUNTY JUDGE LINA HIDALGO
Title

Acceptance Date: FEB 12 2019

Payment should be made payable to **HARRIS COUNTY, TEXAS**

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.

2/1/99

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.

2/1/99

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.

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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.