

**SUBCONTRACT AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
Jackson County, Missouri  
and  
CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION**

*(if applicable)*

**Subcontract Agreement Number:**

Period of Subcontract Agreement: **November 7, 2016 through September 30, 2018**

Amount of Subcontract Agreement: **\$70,000**

**Primary Award Number:** 2016-YX-BX-0004

Primary Agency: **U.S. Department of Justice**

CFDA Number: **16.825**

CFDA Program Title: **Smart Prosecution Initiative**

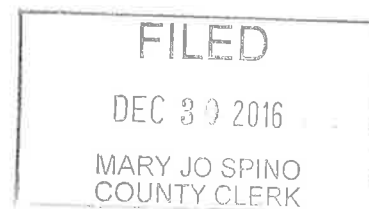
**WHEREAS**, Jackson County, Missouri Prosecutor's Office, hereinafter referred to as "Jackson County", received a **two-year** grant from Bureau of Justice Assistance-Office of Justice Programs for SMART Prosecution pursuant to the agreement entitled: "**SMART Prosecution Initiative**" ("Funding Contract"); and

**WHEREAS** the California State University, Fresno Foundation hereinafter referred to as "**Subcontractor**" has agreed to participate in this effort;

**NOW THEREFORE**, Jackson County and the **Subcontractor** agree as follows:

**ARTICLE I  
SCOPE OF SERVICES**

- A. The **Subcontractor** agrees to contribute to the overall goals and objectives of the Funding Contract by providing professional and/or technical services to **Jackson County**, in accordance with and pursuant to the details of this Subcontract Agreement ("Agreement"), and specifically Attachment A – Scope of Work, which is attached hereto and incorporated herein by this reference ("Work").
- B. The **Subcontractor** shall perform the specified Work and shall furnish all labor, materials, supplies, equipment, supervision, and services for and incident to the performance of the Work.
- C. The services covered by this Agreement shall be performed in accordance with the provisions herein, including all Attachments.



- D. In consideration of services rendered, **Jackson County** agrees to pay the **Subcontractor** in accordance to the provisions of Article IV.

## ARTICLE II GENERAL PROVISIONS

- A. This Agreement, including attachments, shall form the entire agreement and understanding between **Jackson County** and the **Subcontractor**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this Agreement in any way.
- B. The governing law of this Agreement shall be the law of the State of California, excluding its choice of law provisions. Both parties consent to the jurisdiction of the courts located in the State of California. The parties agree that Fresno County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this Agreement.
- C. The **Subcontractor** is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations.
- D. Execution of this Agreement by **Jackson County** will be authorization for the **Subcontractor** to proceed with the Work specified herein.
- E. Programmatic Communications to **Jean Peters Baker** shall be directed to:

Director of Communications, Mike Mansur  
Address: 415 E. 12<sup>th</sup> St., 11<sup>th</sup> Floor, Kansas City, Missouri 64106

Phone Number: 816-881-3555  
Phone Number: 816-881-3812 FAX 816-3821

Email: mmansur@jacksongov.org

Fiscal Communications to **Gina Robinson** shall be directed to:

Name Gina Robinson, Title Chief of Operations  
Address: 415 E. 12<sup>th</sup> St. 11<sup>th</sup> 11<sup>th</sup> Floor, Kansas City, Missouri 64106

Phone Number: 816-881-3355  
Phone Number: 816-881-3369 FAX 816-881-3821  
Email: grobinson@jacksongov.org

Programmatic Communications to **Subcontractor** shall be directed to:

California State University, Fresno  
Name Dr. Andrew Fox, Title: Fresno State PI, Assistant Professor  
Address: 2576 E. San Ramon, Fresno, CA 93740

Phone Number: (559)278-6046  
FAX: (559) 278-7265  
Email: [anfox@csufresno.edu](mailto:anfox@csufresno.edu)

Fiscal Communications to **Subcontractor** shall be directed to:

California State University, Fresno Foundation  
Linda Christian, Grant Accounting Supervisor  
4910 N. Chestnut  
Fresno, CA 93726

(559) 278-0852.  
(559) 278-0992 FAX  
[lindacar@csufresno.edu](mailto:lindacar@csufresno.edu)

### ARTICLE III TERM

The term of this Agreement shall be from **11/7/2016 through 09/30/2018**.

### ARTICLE IV CHARGES, INVOICING, AND PAYMENT

- A. The total to be paid by **Jackson County** to the **Subcontractor** shall not exceed **\$70,000** for the period indicated above. The **Subcontractor** will submit, in arrears, an itemized invoice along with supporting documentation, to **Jackson County** on a quarterly basis for services rendered in accordance with specified line items in Attachment B, Itemized Budgets. The final invoice shall be received no later than **September 30, 2018**.
- B. Within 20 business days following receipt of invoice, and subject to the provisions of Article IV(A), **Jackson County** will pay the **Subcontractor** for the approved invoice amount.

### ARTICLE V INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with the **Subcontractor** or any persons employed by or representing the **Subcontractor** including subcontractors or employees thereof. The **Subcontractor** shall control the manner and means of accomplishing the performance of the Agreement.

### ARTICLE VI INSURANCE AND INDEMNIFICATION

- A. Each party shall maintain throughout the period of this Agreement the following insurance coverages, which shall be written on an "occurrence" basis:

1. Worker's Compensation and Employer's Liability insurance, as required by law;
  2. Jackson County is self-insured for general liability claims. The County shall provide documentary evidence that the balance of County's self-insurance fund is in excess of \$1 million.
  3. Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.
- B. To the extent of its fault, County shall indemnify, defend, and save harmless the State of California; the Trustees of the California State University; California State University, Fresno Foundation; California State University, Fresno; and all of said entities' directors, officers, agents, employees, boards, commissions, and departments, from and against losses, damages, suits, claims (including actions by administrative agencies), penalties, costs, liabilities and expenses (including, but not limited to, a reasonable investigation, legal and paralegal expenses), that arise out of the acts or omissions of County or County's employees or agents in connection with this Agreement. To the extent of its fault, the Foundation shall indemnify, defend and save harmless the County and the County's directors, officers, agents, employees, boards, commissions, and departments, from and against losses, damages, suits, claims (including actions by administrative agencies), penalties, costs, liabilities and expenses (including, but not limited to, a reasonable investigation, legal and paralegal expenses), that arise out of the acts or omissions of Foundation or its employees or agents in connection with this Agreement.

#### **ARTICLE VII MODIFICATIONS**

The terms of this Agreement and its attachments may be modified or amended only by a written instrument signed by both parties hereto.

#### **ARTICLE VIII INCORPORATED TERMS**

The following General Terms and Conditions are hereby incorporated:

- a. OMB Circulars A-21, A-110 and A-133.  
<http://www.whitehouse.gov/OMB/circulars/>

Use A-87 when contracting with State and Local government and Tribal entities.

#### **ARTICLE IX DISPUTES**

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement.

#### **ARTICLE X NON-ASSIGNMENT**

Neither party shall assign, transfer, or further subcontract this Agreement, in whole or in part, without prior written approval of the other.

**ARTICLE XI  
SEVERABILITY**

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision, and this Agreement will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XII  
TERMINATION**

- A. Each party retains the right to terminate this Agreement without cause upon thirty (30) days' advance notice to the other. Each party retains the right to terminate this Agreement for cause upon twenty-one (21) days' advance written notice to the other, which notice shall specify the cause.
- B. After termination, the **Subcontractor** will be reimbursed for Work rendered and expenses and liabilities incurred to the termination date upon submission of an invoice to **Jackson County**.

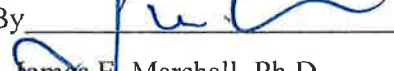
**ARTICLE XIII  
ENTIRE DOCUMENT**

This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings.


**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

**SUBCONTRACTOR**

California State University, Fresno Foundation  
4910 N. Chestnut  
Fresno, CA 93726  
(559) 278-0850 /FAX (559) 278-0992

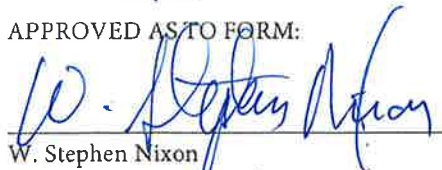
By   
James E. Marshall, Ph.D.  
Dean of Research and Graduate Studies  
California State University, Fresno

Date 12/22/14

By   
Deborah S. Adishian-Astone  
Executive Director


Date 12/21/2016

APPROVED AS TO FORM:

  
W. Stephen Nixon  
Jackson County Counselor

**FUNDING AGENCY [Name]**

Name: Jackson County, Missouri  
Address: 415 E. 12<sup>th</sup> St.  
City, State: Kansas City, Missouri 64106  
Phone number: 816-881-3555

By   
Frank A. White, Jr.  
Jackson County, Missouri

Date 12/30/14

By Jean Peters Baker  
Jean Peters Baker  
Jackson County Prosecutor's Office

Date 12/30/14

ATTEST:

Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$70,000.00 which is hereby authorized.

December 28, 2016  
Date

  
Chief Financial Officer  
Account No. 010-4110-56790

## **ATTACHMENT A**

### **Scope of Work**

#### **Statement of Work**

The Subcontractor will conduct process and outcome evaluations to assess comparative effectiveness in terms of crime reduction and cost containment of JCPO's geographic-based prosecution pilot project, about to be established in the East Patrol District. The intention is to compare the pilot prosecution team's results with those of the Metro and Central divisions, which will continue to practice conventional horizontal prosecution.

JCPO uses the Karpel case management (database) system. Karpel's use will be extended to include additional data, including police data, as necessary for evaluating and reporting on this initiative. Specifically, we will measure the comparative influence of geographic-based and conventional prosecution methods on case processing efficiency and on crime reduction, including strategies such as interagency collaboration and types and levels of community involvement. The types of data that will be collected and monitored would include, for example, length of time from case submission to charging decision (and from charging to case disposition), percentage of cases diverted from prosecution to alternative actions (e.g., restitution, drug court, others), and the number of cases prosecuted with cooperative (as opposed to uncooperative) victims and witnesses (as one measure of successful community involvement). The data will be examined for all case submissions for each of the three patrol divisions, disaggregated by crime type.

Data are to be collected primarily from the Kansas City Police Department and JCPO; police data include probation, parole, and warrant information. To measure collaborative connectivity between police and prosecutors, we will administer a pre/post test to all Kansas City police officers and Jackson County prosecutors. This will be a brief online survey asking officers and prosecutors for the number of problem-solving activities they have undertaken with the partner agency and their perceptions of the partner agency.

Responses can be compared between those working East Patrol District cases and those working Metro and Center Patrol District cases. If geographic prosecution increases interagency collaboration, we would expect to find more interagency problem-solving activities for East Patrol District cases than for the other two districts, as well as more positive perceptions of the partner agency.

Showing a causal relationship between geographic prosecution and crime rates is complicated, given the lack of randomization; we do have an opportunity, however, to compare crime trends between the East Patrol and the Metro and Center Patrol districts. For this measure, we will examine reported numbers of violent, property, and drug crimes and their respective trends in each of the three patrol divisions, before and after implementing geographic prosecution in the East Patrol Division.

***Responsibility for data evaluation.*** The Subcontractor will be responsible for conducting process and outcome evaluations. The agencies' respective data analysts will collect the data, and the Subcontractor will be responsible for conducting the process and performance measurements and for accurate, timely reporting of results, as required by the current initiative and by the commitment to contribute to the wider body of knowledge about evidence-based prosecutorial strategies.

***Reporting and using evidence/data to evaluate and guide program impact.*** The Subcontractor will conduct one or more interim examinations of selected data (in line with the action research model in which the researcher is an active, engaged partner throughout the process) in order to detect potential process problems; any results suggesting problem areas will be reported to the Chief Trial Assistant overseeing the prosecution team and the Major over the East Patrol Division, and the process will be modified to correct those problems.

At the close of the initiative's trial period, the Subcontractor will conduct a final evaluation of the comparative impacts of the East Zone's geographic prosecution strategies compared with the conventional prosecution methods used in the other two districts. The outcome will guide decision-making about the potential expansion, possible adaptations, and best practices for geographic prosecution in Jackson County.



The outcomes are also expected to inform decisions pertaining to further developing and institutionalizing evidence-based policies, procedures, strategies, and tactics within JACO (as has already been accomplished in the Kansas City Police Department); to prioritizing prosecution strategies; and to recognizing, developing, and reporting on evidence-based methods for improving victim and witness participation.

**ATTACHMENT B**  
**Itemized Budget**

Itemized Budget		
Category	Year 1	Year 2
Salary – Andrew Fox (PI)	\$20,143	\$20,143
Benefits	\$2,014	\$2,014
Travel	\$1,826	\$1,826
Supplies	\$200	
Consultant-Report Writer	\$1,833	
Total Direct Cost	\$26,017	\$23,984
Indirect Cost (40%)	\$10,407	\$9,594
Total	\$36,423	\$33,577