

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res. Ord No.: 19223

Sponsor(s): Dan Tarwater III

Date: August 1, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Approving a Research Agreement for the furnishing of Technical Assistance for the NoVA Staff of the Prosecuting Attorney's Office with the University of Missouri - Kansas City in an amount not to exceed \$19,720.00</u></p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$19,720.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$19,720.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$19,720.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>010-4106-56790 Grant Fund, Byrne Criminal Justice Innovation Grant, Other Contractual Services</td> <td>\$10,000.00</td> </tr> <tr> <td>008-4152-56080 Anti-Drug Fund, Criminal Prosecution, Other Professional Services</td> <td>\$ 9,720.00</td> </tr> <tr> <td>Total</td> <td>\$19,720.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$19,720.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$19,720.00	Amount budgeted for this item * (including transfers):	\$19,720.00	Source of funding (name of fund) and account code number:		010-4106-56790 Grant Fund, Byrne Criminal Justice Innovation Grant, Other Contractual Services	\$10,000.00	008-4152-56080 Anti-Drug Fund, Criminal Prosecution, Other Professional Services	\$ 9,720.00	Total	\$19,720.00
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PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																
REQUEST SUMMARY	<p>The NoVA Staff of the Prosecuting Attorney's Office requires Technical Assistance on a Focused Deterrence/Group Violence Intervention Program which will include data collection, analysis and interpretation of data. The University of Missouri - Kansas City has the experience and qualifications to provide this assistance.</p> <p>Pursuant to Section 1030.7 of the Jackson County Code, which eliminates the requirement for competitive bidding when services required are to be obtained from a Tax Exempt Organization, the Director of Finance and Purchasing recommends the approval of this Research Agreement with the University of Missouri - Kansas City.</p>																
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>																
ATTACHMENTS	<p>Memorandum from Prosecuting Attorney's Office and the University of Missouri - Kansas City's Research Agreement</p>																
REVIEW	<table border="1"> <tr> <td>Department Director: <i>Jean Peters Baker</i></td> <td>Date: <i>7/18/16</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date: <i>7/19/16</i></td> </tr> <tr> <td>Division Manager: <i>Mary Jane Brown</i></td> <td>Date: <i>7/27/16</i></td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: <i>Jean Peters Baker</i>	Date: <i>7/18/16</i>	Finance (Budget Approval): <i>If applicable</i>	Date: <i>7/19/16</i>	Division Manager: <i>Mary Jane Brown</i>	Date: <i>7/27/16</i>	County Counselor's Office:	Date:								
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County Counselor's Office:	Date:																

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

JACKSON COUNTY PROSECUTOR'S INTEROFFICE MEMORANDUM

TO: MS. BARBARA CASAMENTO
FROM: GINA ROBINSON, CHIEF OF OPERATIONS
SUBJECT: REQUEST FOR UMKC CONTRACT FOR KC NOVA INITIATIVE
DATE: JULY 11, 2016
CC: MICHAEL MANSUR, DIRECTOR OF COMMUNICATIONS

Ms. Casamento:

Our office would like consideration of the following vendor as a sole source provider to provide assistance with the following project for the Jackson County Prosecutor's Office and its collaborative role in the Kansas City No Violence Alliance (KC NoVA). Below you will see a bio detailing the knowledge and expertise of this person in the area of focus deterrence, the basic strategy employed by the KC NoVA effort.

Kenneth J. Novak's (Ph.D., Criminal Justice, University of Cincinnati, 1999) scholarship has revolved around issues related to policing in America, with particular focus on community policing, problem solving, officer decision making, citizens' attitudes toward the police and effectiveness of crime prevention strategies. His research involves facilitating close partnerships with local criminal justice agencies, and has had an ongoing partnership with the KCPD since 1999. He has expertise in research partnerships including serving as the PSN Research Partner for the Western District of Missouri (2004-2006), Smart Policing Initiative (2011-2014) and the Byrne Criminal Justice Innovation (2013-present). Novak serves on the KC NoVA Implementation Committee and regularly sits on the NoVA Governing Board for Chancellor Leo Morton.

Novak's engagement in the NoVA project, as detailed in the proposal earlier forwarded to your office, will run through Jan. 31, 2017. After careful consideration, our office has determined that it is in the best interest of our office and the County to engage in a contract discussions and execution based on their direct experience and qualifications.

Funding for this proposal is budgeted in the following accounts:

010-4106-56790 \$10,000
008-4152-56080 \$9,720

If you need any further information please let me know.

Sincerely,

/s/ Gina Robinson
Chief of Operations
Jackson County Prosecutor's Office

**University of Missouri-Kansas City
Standard Research Agreement**

This research agreement is entered into on Aug. 1, 2016, between the Curators of the University of Missouri on behalf of the University of Missouri-Kansas City, a public educational institution of the State of Missouri, hereinafter referred to as "the University," and Jackson County, MO., a county government existing under the laws of the State of Missouri, hereinafter referred to as "the Sponsor."

Whereas the Research program contemplated by this agreement is of mutual interest and benefit to the University and to the Sponsor, and will further the University's instructional and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

Now therefore, the parties hereto agree as follows:

1. Statement of Work

The Sponsor desires to have the University undertake a research project entitled "**KC NoVA Joint Operation**" in accordance with the scope of work described in Exhibit A. The University agrees to use reasonable effort to perform the research project described in Exhibit A ("the Research"). The Sponsor acknowledges that the University makes no expressed or implied warranties for results of the research.

2. Principal Investigator

The research will be supervised by Dr. Ken Novak ("Principal Investigator"). If for any reason he/she is unable to continue to serve as principal investigator and a successor, acceptable to both the University and the Sponsor, is not available, this agreement shall be terminated as provided in Article 6.

3. Period of Performance

This Research will be conducted during the period Aug. 1, 2016 through Jan. 31, 2017 and may be extended by mutual agreement of the parties.

4. Reimbursement of Costs

The University shall be reimbursed a total of \$19,720 by the Sponsor for all costs incurred in connection with the Research. While it is estimated that this amount is sufficient to conduct the Research, the University may submit to the Sponsor a budget requesting additional funds. The Sponsor is not liable for any cost in excess of the amount specified herein without written authorization from the Sponsor.

5. Payment Schedule

This is a fixed-price agreement. Upon execution of this Agreement, the University will submit invoices for payment due within thirty (30) days from receipt of the invoice in accordance with the following schedule:

30% is due upon execution of the agreement,
30% is due 90 days from the start date of the project, and

40% is due 30 days after the period of performance ends.

Checks shall be made payable to the University of Missouri-Kansas City (ID #436003859) and sent to:

University of Missouri-Kansas City
Office of Research Services
5100 Rockhill Road
Kansas City, MO 64110-2499

For identification purposes, each payment shall include the invoice number and account number as referenced on the invoice.

6. Termination

Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days written notice; performance may be terminated by the University if circumstances beyond its control preclude continuation of the Research. Upon termination, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Research and not yet paid for, such reimbursement together with other payments not to exceed the total estimated project cost specified in Article 4.

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

7. Intellectual Property Rights

The University will notify the Sponsor promptly of all inventions conceived or reduced to practice under this Agreement. Rights to inventions resulting from the performance made solely by the University's employees and students under this Agreement will be solely owned by the University. Inventions made jointly by employees and students of both the University and the Sponsor will be owned jointly by the University and the Sponsor, who agree to jointly determine patent filing and licensing subject to existing patent law. Inventions made solely by the Sponsor's employees will be solely owned by the Sponsor. All persons who perform any part of the work under this Agreement and who may be reasonably expected to make inventions, including screening compounds synthesized, must be covered by this Agreement.

8. Publication

The University and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Research or to use such in any way for its educational and research purposes. The University shall furnish the Sponsor with a copy of any proposed publication in advance of the proposed publication date and grant the Sponsor thirty (30) days for review and comment. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

9. Consultation

Selected personnel of the Sponsor, designated by the Sponsor to the University, shall have the right to confer with the Principal Investigator and his/her associates for such reasonable periods and at such times as are mutually convenient.

10. Publicity

The Sponsor shall not use the name of the University, nor any member of the University's staff in connection with any products, promotion, or advertising without the prior written approval of the University.

11. Reports

The University shall furnish to the Sponsor periodic letter reports during the term of this Agreement summarizing the research being conducted. A final report setting forth the accomplishments and significant research findings shall be prepared by the University and submitted to the Sponsor within ninety (90) days after the expiration of this Agreement.

12. Proprietary Data

Unless otherwise required by law, the University will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the University by the Sponsor that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- is generally available in the public domain or becomes available to the public through no act of the University; or
- is independently known prior to receipt thereof or is discovered independently by an employee of the University who had no access to the information supplied by the Sponsor under this Agreement; or
- is made available to the University as a matter of lawful right by a third party.

The University retains the right to refuse to accept any such information which is not considered to be essential to the completion of the Research. The obligations of the University under this paragraph shall survive and continue for one (1) year after this Agreement ends.

13. Human Subjects Protections

In the event that the Scope of Work involves the use of humans as research subjects, the University will conduct such research in accordance with the written protocol approved by the appropriate Institutional Review Board, applicable law, and the University's ethical standards.

14. Liability

The Sponsor agrees to hold the University, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Sponsor arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment.

15. Warranties

THE UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT. The University shall not be liable for any direct, indirect, consequential, special or other damages suffered by any licensee or any others resulting from the use of the Research or any such invention or product.

16. Equipment

Title to any equipment or supplies purchased or manufactured in the performance of the work funded under this Agreement shall vest in the University upon acquisition.

17. Assignment

Neither party shall assign this Agreement to another without the prior written consent of the other party; however, the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

18. Independent Inquiry

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than the Sponsor.

19. Independent Contractor

In the performances of all services under this Agreement:

- Each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party;
- Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

20. Insurance

- The University warrants and represents that it has adequate liability coverage, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy as such that can extend protection to any other person.
- Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

21. Notices

Notices and communications hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other addresses as may hereafter be designated by notice in writing.

If to Sponsor:

Technical Matters:

Name: _____
 Title: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Fax: _____
 Email: _____

Administrative Matters:

Name: _____
 Title: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Fax: _____
 Email: _____

If to the University:

Technical Matters:

Name: _____
 Title: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Fax: _____
 Email: _____

Administrative Matters:

Name: Lawrence A. Dreyfus, PhD
 Title: Vice Chancellor for Research and Economic Development
 Address: 5100 Rockhill Road
 City/State/Zip: Kansas City, MO 64110-2499
 Phone: 816-235-6302
 Fax: 816-235-2847
 Email: ORS@umkc.edu

22. Governing Law

This Agreement shall be governed by the laws of the State of Missouri.

23. Entire Agreement

Unless otherwise specifically provided, this Agreement embodies the entire understanding between the University and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons duly authorized.

Sponsor

**Curators, University of Missouri-
on behalf of UMKC**

Name:

Title:

Date:

Lawrence A. Dreyfus, PhD

Vice Chancellor for Research and
Economic Development

Date:

Exhibit A
The Research

Scope of work

This scope of work is between University of Missouri – Kansas City (UMKC) and the Jackson County (JACO) Prosecutor’s Office.

The overarching goal of this work is for UMKC to provide technical assistance to NoVA staff or their designees on focused deterrence / group violence intervention approaches in an effort to ensure program implementation fidelity.

This includes:

- Working in direct and active partnership with NoVA intelligence squad on data collection, analysis and interpretation, with particular attention on identifying group members,
- Communicate directly and regularly with Jean Peters Baker or her designees regarding progress of the above,
- Continue to participate on the NoVA Governing Board and Implementation Committee, and participate in dialog with the NNSC,
- Conduct trainings or orientations, and provide technical support to NoVA staff (e.g., newly transferred personnel within KCPD to NoVA), and provide presentations on focused deterrence or NoVA to other groups at the Prosecutor’s direction.

This effort will begin at the execution of the contract, and will run through January 31, 2017, but may be extended with agreement of both UMKC and JACO.

UMKC’s effort will be coordinated by Dr. Kenneth Novak, with the assistance of a Graduate Research Assistant (GRA) within the Department of Criminal Justice and Criminology.