

C. Oaks
8/18/15

Res. 18893

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 29th day of July, 2015, by and between **JACKSON COUNTY, MISSOURI**, by and through its County Executive, hereinafter called "the County," and **DATA DRIVEN CONSULTING, LLC**, 5503 NW 93rd Street, Kansas City, MO 64154, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of its citizens to hire a qualified consulting firm to provide a comprehensive evaluation of the Prosecuting Attorney's Office's crime reduction program manual and implementation plan and to provide a detailed evaluation of the Teens in Transition Program; and,

WHEREAS, by Resolution 18893, dated July 27, 2015, the Legislature of Jackson County authorized an Agreement with Data Driven Consulting LLC as a sole source purchase; and,

WHEREAS, Consultant has agreed to perform consulting work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Consultant and the County have agreed to be bound by the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Consultant respectively agree as follows:

1. **Professional Services**. Consultant shall perform an evaluation of the Prosecuting Attorney's crime reduction programs and its Teens in Transition Program, as is more fully set out in the attached Scope of Services. The attached Scope of Services is

FILED
AUG 12 2015
MARY JO SPINO COUNTY CLERK

specifically identified in three parts: (1.) *Teens in Transition Evaluation Proposal*, (2.) *Geographic Prosecution Manual Proposal*, and the (3.) *Geographic Prosecution Implementation Plan Proposal*, designated as Exhibit A, and incorporated herein and made a part of this Agreement.

2. **Independent Contractor.** Consultant shall work as an independent contractor and not as an employee of the County. Consultant shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as its gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and shall operate its business independent of the business of the County, except as required by this Agreement.

3. **Terms for Payment.** Consultant shall receive a total fee in the amount of \$24,500.00 for its work under this Agreement. For the *Teens in Transition* portion of Consultant's proposal, County shall pay Consultant \$6,000.00 upon the execution of this Agreement. The remaining fee of \$2,500.00 shall be payable upon the delivery of an evaluation report related to the Program and its acceptance by the Prosecuting Attorney's Office.

For the *Geographic Prosecution Manual Proposal*, County shall pay Consultant \$4,000.00 upon the execution of this Agreement. The remaining fee of \$4,000.00 shall be payable upon the delivery of the manual and its acceptance by the Prosecuting Attorney's Office.

For the *Geographic Prosecution Implementation Plan Proposal*, County shall pay

Consultant \$4,000.00 upon the execution of this Agreement. The remaining fee of \$4,000.00 shall be payable upon the delivery of the geographic prosecution implementation plan and its acceptance by the Prosecuting Attorney's Office.

4. **Expenses.** Consultant shall be responsible for all of the expenses of its work under this agreement.

5. **Duration and Termination.** This Agreement shall commence June 1, 2015, and continue until December 31, 2015, unless sooner terminated. Consultant or County may terminate this Agreement by giving 30 days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by Consultant to County within three (3) days of the demand of County.

6. **Assignment.** Consultant agrees, in addition to all other provisions herein, that Consultant shall not assign any portion or the whole of this contract without the prior written consent of the County.

7. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

8. **Remedies for Breach.** Consultant agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and Consultant's failure to do so shall represent and constitute a breach of this Agreement. In such event, Consultant consents and agrees as follows:

(1) The County may without prior notice to Consultant immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy from Consultant.

9. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. **Appropriation of Funds**. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event that no funds or in the event that insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Consultant of this occurrence and this Agreement shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County of any kind, except as to (i) the portions of the amounts due under this agreement for which funds shall have been appropriated and budgeted or are otherwise available and (ii) County's other obligations and liabilities under this agreement relating to, accruing or arising prior to such termination.

11. **Conflict of Interest**. Consultant warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or

receive any benefit from the profits or emoluments of this contract.

12. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Consultant assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Consultant shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

13. **Incorporation.** This Agreement, together with the attached Exhibits A and B incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI




W. Stephen Nixon
County Counselor

By 

Michael D. Sanders
County Executive

ATTEST:

DATA DRIVEN CONSULTING, LLC



Mary Jo Spino, Clerk of the Legislature

By 

Federal Tax No. 47-3483665



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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$24,500.00, which is hereby authorized.

August 11, 2015
Date



Director of Finance and Purchasing
Account No. 008-4102-56080-\$16,500
001-4105-56080-\$ 8,000

PC 41012015006

Proposal Title: Evaluating the impact of Teens in Transition: 2015 Kansas City Youth
Violence Prevention Program

April 26, 2015

EXHIBIT A

Overview:

The main research question to be addressed is: Did the Teens in Transition program have an impact on criminal behavior? During the summer of 2015, KC NoVA will start a program to intervene in the lives of at-risk youth. The proposed evaluation will provide a brief overview of the project and present an impact analysis. Success can be defined in different ways, but ultimately the goal is a reduction in crime generally, and violence specifically. The research team will provide the evaluation of Teens in Transition after program implementation and will utilize statistical analysis to better understand the participants of the program and the juveniles that do not participate.

Approximately 120 high-risk juveniles will be identified through the NoVA group audit. A selection process of the individuals who will participate in the program will be developed to ensure that juveniles in and out of the program are not inherently different. NoVA staff have agreed to randomize the selection process of the individuals into the summer program. The random selection process will allow the program to get some of the most high-risk juveniles, as well as provide a comparison group to adequately assess the program. NoVA staff have agreed to allow the researchers to have access to both the program and data to allow for the evaluation. Data sources will come from collected police contact data, and researchers will attempt to utilize family court data. The researchers will contact KCPD in September of 2015 to collect police contact data on both the comparison group (juveniles who were not selected for participation in

program) and the program participants. The researchers will also contact the Jackson County Family Court in September of 2015 for data about those in the program and the control group. The data will then be compared before and during the program to see if the participants have significantly reduced their police contact. Fieldwork (observations) and field notes will be taken throughout the program. The fieldwork will allow for researchers to talk with program members (e.g., ask informal questions, engage in routine conversation, and so forth). The observation portion of the study will aim to ensure program fidelity and understand exactly what is going on within the program, in order to better understand the treatment and how it will be delivered. A statistical analysis will be conducted to compare the two groups (treatment and non-treatment) over time. A baseline of police contacts and level of negative police contact will be established during the implementation and immediately after the project, for those who participated and those who did not. The evaluation deliverable will be presented as an evaluation brief, with policymakers as the target audience.

Data for this evaluation will include a review of all internal and public documentation created during the project, observations of the program during implementation, analyses of police contact data (arrest and field interview forms) for all youth eligible to participate in Teens in Transition, and analyses of family court data for all youth eligible to participate in Teens in Transition (pending approval).

Timeline and payment

To date, we have met with stakeholders to discuss participant selection and we have received approval for the evaluation study. Observations of the program will be conducted during implementation. Data will be requested from the appropriate agencies at the beginning of August 2015. The first draft of the evaluation will be submitted to the stakeholders on November

30th, 2015 and after receiving feedback from stakeholders, the final draft will be available by December 31st, 2015. This contract will be with Data Driven Consulting, LLC. The primary consultant for this project will be Dr. Andrew Fox. Data Driven Consulting, LLC might also use additional contractors, as needed, to complete the work. The total fee for the Teens in Transition Evaluation will be \$8,500. The first payment would be made on May 1st, 2015 in the amount of \$6,000. The final payment of \$2,500 will be made upon completion of the evaluation.

Proposal Title: Geographic Prosecution Manual

April 26, 2015

Overview

The Jackson County Prosecutor's Office has recently expressed more interest in implementing evidence-based practices to address, and hopefully reduce, crime. Their ability to implement evidence-based practices relies primarily on having data about the crime problem, and secondarily on having the organizational capacity to respond based on analyses of the data. Implementing innovative strategies to reduce crime commonly involves the local police department, however, there are many ways the county prosecutor contributes to and leads innovation. New and innovative strategies that more effectively reduce crime and build stronger bonds between law enforcement and the community, while also positioning cities to improve public safety (especially in its most crime-ridden neighborhoods) and enhance the legitimacy of local criminal justice actors in the eyes of the public should be pursued at any cost.

In order to effectively and efficiently implement evidence-based strategies that focus on specific areas, the prosecutor's office will need to organize around geography. This approach, focusing on places (i.e. neighborhoods or hot spots) and engaging in problem solving, has generated support in the criminological best-practices literature base. "Research accordingly suggests that it is time for police to shift from person-based policing to place-based policing," wrote noted criminologist David Weisburd (2008) in *Place-Based Policing*. "While such a shift is largely an evolution in trends that have begun over the last few decades, it will nonetheless demand radical changes in data collection in policing, in the organization of police activities, and particularly in the overall world view of the police. It remains true today that police officers see the key work of policing as catching criminals." Weisburd continued, "It is time to change that

world view so that police understand that the key to crime prevention is in ameliorating crime at place.”

The first step in planning the organizational transition to geographic prosecution will be to write the manual for the new organizational structure. We propose to assist the Jackson County Prosecutor’s Office in drafting the geographic prosecution manual. This will include facilitating focus groups with key members of the office and drafting the manual for key stakeholders to review. Focus group meetings will be organized around topics including case flow, staffing, roles and responsibilities, and other topics as they arise in the planning process. The completed guide will also briefly discuss the literature supporting geographic prosecution.

Timeline and payment

Based on a May 1st, 2015 start date, the first draft of the geographic prosecution manual will be given to key stakeholders by June 30th, 2015. We will hold meetings and compile feedback during July 2015. The final manual will be provided to the Jackson County Prosecutor’s Executive Staff by July 31st, 2015. The dates are based on a May 1st approval date and will be adjusted if this changes.

This contract will be with Data Driven Consulting, LLC. The two primary consultants for this project will be Dr. Andrew Fox and Dr. Ken Novak. Data Driven Consulting, LLC might also use additional contractors, as needed, to complete the work. The total fee for the geographic prosecution manual will be \$8,000. The first payment will be made on May 1st, 2015 in the amount of \$5,000. The final payment of \$3,000 will be made upon completion of the manual that is accepted by the prosecutor’s Executive Staff.

Proposal Title: Geographic Prosecution Implementation Plan

April 26, 2015

Implementation of a new strategy must be carefully considered, specifically as it relates to organizational change. After the geographic prosecution manual has been created, the next step in the process is to create an implementation plan. This plan will outline, step-by-step, the process of moving from the current organizational structure and processes to those outlined in the geographic prosecution manual. There can be a lot of anxiety associated with change; this plan will help everyone to be on the same page in regard to how the office will get from its current organization to that outlined in the new geographic prosecution manual.

The first step in creating the implementation plan will be to establish a transition committee. The committee will meet regularly to identify and address the concerns related to transitioning the office to geographic prosecution. The transition committee, guided by Dr. Fox and Dr. Novak, will draft an implementation plan. This plan will document the transition steps, focusing on the needed changes related to personnel, office space and equipment, data files, and scheduling.

The transition team will be identified by the Executive Staff to ensure representation of the office. The transition team will stay in place through December 2016 to ensure robust implementation. As issues and concerns about the new organizational structure arise, the transition team will be in place to identify solutions and update the geographic prosecution manual and implementation plan, as needed. This contract will cover the consultants' time through the completion of the implementation plan, scheduled for October 31st, 2015.

Timeline and payment

Based on an August 1st, 2015 start date, the first draft of the implementation plan will be given to the Executive Staff by October 31st, 2015. This contract will be with Data Driven Consulting, LLC. The two primary consultants for this project will be Dr. Andrew Fox and Dr. Ken Novak. Data Driven Consulting, LLC might also use additional contractors, as needed, to complete the work. The total fee for the geographic prosecution implementation plan will be \$8,000. The first payment would be made on August 1st, 2015 in the amount of \$5,000. The final payment of \$3,000 will be made upon completion of the plan that is accepted by Executive Staff.

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state; any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Data Driven Consulting, LLC**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Data Driven Consulting, LLC**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Jasafar
Authorized Representative's Signature

Tasha Fox
Printed Name

owner
Title

7/29/2015
Date

Subscribed and sworn before me this 29th day of July, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Oct 30, 2018.

[Signature]
Signature of Notary

7/29/15
Date

