

COOPERATIVE AGREEMENT FOR STUDY OF TRAFFIC AND PEDESTRIAN STOPS

This Agreement ("Agreement") is effective on the 20th day of December, 2018 by and between the City of Lawrence, Kansas, the City of Baldwin, Kansas, the City of Eudora, Kansas, the University of Kansas, and the Board of County Commissioners of Douglas County, Kansas (each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the Parties have identified the need to study the level of minority contact made by law enforcement officers in Douglas County and to consider whether any disproportionalities exist,

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties understand and agree as follows:

- 1. Purpose.** The purpose for which the Parties have entered into this Agreement is to develop and implement a program for documenting traffic and pedestrian stops to determine if disproportionalities exist, and to share in the costs of a study related to this issue.
- 2. Consulting Services.** The Board of County Commissioners of Douglas County, Kansas ("County") will enter into an agreement with Northeastern University (hereafter referred to as the "Contractor") to provide consulting services to be performed by Dr. Jack McDevitt and Dr. Amy Farrell from Northeastern University and Dr. Janice Iwama from American University in Washington, D.C. The Contractor's contract is attached and shows an effective date of December 20, 2018. The Contractor will provide technical assistance to the County to develop and implement a program for documenting traffic and pedestrian stops. The Contractor will analyze the data to determine if any disproportionalities exist and provide related recommendations. The Contractor will also assist the County with formulating solutions and assist in developing any necessary policies, procedures and processes related to disproportionate minority contact. The Parties have reviewed the Contractor's contract and agree to work cooperatively to facilitate the scope of work contemplated by the Contractor's contract. The County agrees to keep the other parties informed of the progress of the Contractor's work in accordance with the Contractor's contract. The County further agrees to solicit the input of the other parties, and to make every reasonable effort to incorporate the feedback of the parties in accordance with the scope of work contemplated by the Contractor's contract.
- 3. Duration.** The consulting services provided by the Contractor will span two years, for the period of December 20, 2018 – December 19, 2020. The duration of this Agreement will coincide with the duration of the consulting services provided by Contractor. If the contract with Contractor is extended, this Agreement will likewise be extended, for up to six additional months. Prior to any extension of Contractor's contract, the Parties will negotiate in good faith in an effort to reach agreement concerning additional compensation, if any, due Contractor during an extended term and the Parties' respective shares of said compensation.

4. **Manner of Financing and Budgeting.** The consulting services provided by Contractor will cost a total of \$175,000. That cost will be shared among the Parties to this agreement as follows: Douglas County will pay \$84,016.50; the City of Lawrence will pay \$84,016.50; the City of Eudora will pay \$2,883; the City of Baldwin will pay \$2,269; and the University of Kansas will pay \$1,815. As the lead agency for this study, the County will be responsible for delivering the aggregated payments to the Contractor. Each of the Parties, other than County, will pay its financial contribution to County according to the following schedule:

A. **City of Lawrence (two payments).**

1. \$42,008.25 due to County on or before February 28, 2019.
2. \$42,008.25 due to County on or before February 28, 2020.

B. **City of Eudora (one payment).**

\$2,883 due to County on or before February 28, 2020.

C. **City of Baldwin (one payment).**

\$2,269 due to County on or before February 28, 2020.

D. **University of Kansas (one payment).**

\$1,815 due to County on or before February 28, 2020.

5. **Administrator.** The Parties agree that no separate legal entity will be created under this Agreement, but rather the County, on behalf of all the Parties, will administer this Agreement and the work to be provided by Contractor. In doing so, County will work in conjunction with the Criminal Justice Coordinating Council, which has representatives from each of the Parties to this agreement. The Parties do not anticipate acquiring any real or personal property pursuant to this Agreement.

6. **Continuing Duties of Parties to Agreement.** Nothing in this Agreement relieves any party hereto of any obligation or responsibility imposed upon it by law.

7. **Cash Basis Law.** This agreement is subject to the Kanas Cash Basis Law, K.S.A. 10-1101, et seq. The parties hereto are obligated only to pay periodic payments under the agreement as may lawfully be made from funds budgeted and appropriated for the purpose during the parties' respective budget year(s).

8. **Approval of Kansas Attorney General Required.** To be effective, this Agreement must be approved by the Kansas Attorney General in accordance with K.S.A. 12-2904(g). This Agreement will become effective upon said approval.

9. **Termination.** The Parties agree that termination of this Agreement by any Party prior to the completion of the work described in section 2, above, would adversely impact the study to be

completed by Contractor and, consequently, this Agreement may only be terminated if a material breach by another Party to this Agreement substantially interferes with Contractor's work, and provided that such breach remains uncured for 30 days following written notice thereof.

10. **Execution.** This document may be executed in one or more counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original and all of which together will constitute one instrument. A PDF or other electronic transmission of an original signature shall have the same force and effect as an original signature.

11. **Liberal Construction.** This Agreement shall be liberally construed to achieve the objectives and purposes of this Agreement and the Contractor's work as described in the attached contract. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal, such provision(s) shall be null and void, but the remaining provisions shall be unaffected thereby and shall continue to be valid and enforceable

12. **Binding Agreement; Amendments.** The Parties acknowledge that they are aware of the payment schedule and the scope of work reflected in the attached contract for services by Contractor, and they consent and agree that the payments referenced herein will be used for those purposes. The Parties understand and agree that this Agreement is binding, and that it supersedes and replaces any prior agreements or negotiations concerning the subject matter hereof. No Party is relying on any promise or representation except as expressly set forth in this Agreement. Any amendments to this Agreement must be in a writing executed upon by all Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective, appropriate representatives with authority to bind their respective entity.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**


Nancy Thelma, Chair

Attest: 
Jamie Shew, County Clerk

CITY OF LAWRENCE, KANSAS

Tom Markus, City Manager

CITY OF EUDORA, KANSAS


Barak Matthe, City Manager

CITY OF BALDWIN, KANSAS



Glenn Rodden
Manager, City of Baldwin

THE UNIVERSITY OF KANSAS



REGINALD L. ROBINSON
VICE CHANCELLOR, PUBLIC AFFAIRS