

## RESEARCH SERVICES CONTRACT

This Agreement is entered into effective the 20<sup>th</sup> day of December, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ("County"), and Northeastern University ("Contractor"), a non-profit institution of higher education duly organized under the laws of the Commonwealth of Massachusetts, having a principal address of 360 Huntington Avenue, Boston, MA 02115.

### RECITALS

WHEREAS, the County desires to contract with Contractor to provide criminal justice research services to the County as described herein;

WHEREAS, the Contractor wishes to provide such criminal justice research services to the County on the terms and conditions contained herein.

### TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. **Services Provided.** County hereby engages Contractor to provide the criminal justice research services set forth in attachment A ("Services"), and Contractor agrees to provide such Services.
2. **Compensation.** As compensation for providing the Services, the County shall pay Contractor up to \$175,000 for the Term of this Agreement in accordance with payment plan in attachment B and budget shown in attachment C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in material breach or default of the terms, covenants and conditions of this Contract. If damages are sustained by County as a result of a material breach by Contractor, in addition to any other legal remedies that may be available, County may withhold payment to Contractor in an amount that reasonably approximates the damages until such time as the exact amount of damages due County from Contractor may be determined.
3. **Term of Contract.** This Contract shall commence upon execution and terminate on December 20th 2020. The contract may be extended at the option of the County for two three (3) month terms on the same terms and conditions herein. Any such extension must be in writing and signed by an authorized individual of both parties
4. **Termination.** Either party has the right to terminate this Agreement upon thirty (30) calendar days' written notice to the other party. County will pay Contractor for actual out-of-pocket costs and non-cancellable financial commitments incurred by Contractor through the date of termination.
5. **Confidentiality.**
  - A. Unless otherwise agreed in writing by the parties, Contractor shall not disclose any data or information disclosed by County to Contractor, and which was clearly

marked as Confidential at the time of disclosure ("Confidential Information") to any third party, except as provided in section 5.B., below. Contractor agrees to take reasonable and appropriate measures to keep the Confidential Information confidential, to safeguard the Confidential Information from theft or loss, and to limit access to the Confidential Information to those officers, directors, employees and associated researchers within Contractor's organization who reasonably require access to the Confidential Information for performing the Services and who have agreed to maintain the Confidential Information in confidence.

B. The parties recognize the need to balance the confidentiality of the Confidential Information with the Contractor's public responsibility to freely disseminate scientific and research findings for the advancement of knowledge. The Parties agree that Contractor will have the right to publish or present the results of its research and analysis on the following terms and conditions. After Contractor has completed the Services and furnished all deliverables to County as required by this Agreement, County will have sixty (60) days to review said information and deliverables, during which time Contractor will continue to maintain the Confidential Information in confidence. During this sixty (60) day period, County is not required to maintain the information in confidence and may use or disseminate the information as County, in its sole discretion, determines is appropriate. Following the expiration of said sixty (60) day period, and subject to review by County, Contractor shall have the right to publish and present results of the Services. Contractor shall furnish County with copies of any proposed publication or presentation at least thirty (30) days before submission of such proposed publication or presentation, or at least five (5) days before submission of any proposed abstracts. During that time, County shall have the right to review the material for Confidential Information. County shall provide any response to Contractor, in writing, within the respective thirty (30) or five (5) day review period. Following receipt of County's written request within the thirty (30) or five (5) day review period, Contractor shall remove such information identified by County from the proposed publication, presentation or abstract. If Contractor does not receive a request from County within the thirty (30) or five (5) day review period, County shall be deemed to have no objection and Contractor shall be free to publish such material. County may not edit the publication, or limit dissemination, of the research results in any other way except as provided in this Agreement.

6. **Liability.** Each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers or directors to the extent allowed by law. Contractor shall defend, indemnify, and hold County harmless from and against any alleged claim, damage, loss or liability, including attorneys' fees and litigation expenses, arising directly out of Contractor's negligence or willful misconduct during and pursuant to performance of this Agreement.

7. **Notices.** All notices required by this Contract shall be in writing sent to the following:

**County:**  
Douglas County Administration  
Attn: County Administrator  
1100 Massachusetts Street  
Lawrence, KS 66044

splinsky@douglascountyks.org

**Contractor:**

Eva Pasadas  
Northeastern University  
Director, Grants and Contracts  
177 Huntington Avenue  
Boston, MA 02115  
Phone: (617) 373-5600  
oraf@northeastern.edu

8. **Notices.** All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, or (c) on the next business day if transmitted by overnight courier (with confirmation of delivery).

9. **Independent Contractor Status.** For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Contractor is an independent contractor of the County and no person with which Contractor contracts or hires to provide the Services shall, under any circumstance, be considered an employee of the County. Contractor shall be solely responsible for the means, manner, and method of providing the Services. Contractor shall be responsible for all matters related to federal and state payroll and withholding taxes, workers compensation insurance, salaries, fringe benefits, and all other matters of those with which it contracts or hires to provide the Services, and shall require such persons to agree in writing to all terms of this Agreement. Contractor is not an agent of County and has no authority to act on behalf of or bind County to any legal obligation.

10. **Default.** In the event Contractor materially breaches the terms of this Agreement and any such material breach is not cured within 10 days after County has provided Contractor with notice of such material breach, County shall have the option to terminate this Agreement, with the effective date of such termination being 5 days after the expiration of the cure period.

11. **Termination.** Upon termination by either party, for any reason, Contractor shall be reimbursed for all actual out-of-pocket costs incurred prior to the date of termination and non-cancellable financial commitments entered into by Contractor prior to the date of termination, provided that such costs or commitments are within the scope of, this Agreement.

12. **Douglas County Contractual Provisions Attachment.** The provisions found in the Douglas County Contractual Provisions Attachment D (Revised April-2006), which is attached hereto, are hereby incorporated into this Contract and made a part hereof.

13. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of Kansas. Nothing with this Agreement shall serve to create any duty to or

rights in third parties except as provided in Attachment A to this Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

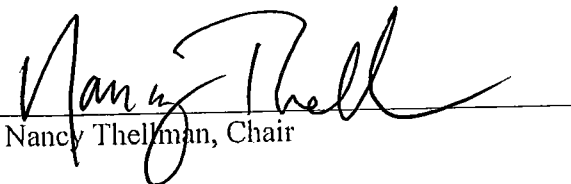
14. **Disclaimer of Certain Warranties.** *Contractor will perform the research services in accordance with generally accepted professional standards. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, ANY INFORMATION, MATERIALS, SERVICES, RESOURCES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS GRANTED, GRANTED ACCESS TO, OR PROVIDED PURSUANT TO THIS RESEARCH SERVICES AGREEMENT ARE ON AN "AS IS" BASIS, IN COMPLIANCE WITH THE AGREED UPON STATEMENT OF WORK. NEITHER CONTRACTOR NOR COUNTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER INCLUDING BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, EXCLUSIVITY OR RESULTS OBTAINED FROM THE RESEARCH SERVICES, INCLUDING BUT NOT LIMITED TO, ANY USE OF ANY INTELLECTUAL PROPERTY DEVELOPED UNDER THE RESEARCH SERVICES AGREEMENT, NOR SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR INABILITY TO USE SAID INTELLECTUAL PROPERTY OR ANY APPLICATIONS AND DERIVATIONS THEROF. COUNTY AGREES THAT IT WILL NOT MAKE ANY WARRANTY ON BEHALF OF CONTRACTOR EXPRESSED OR IMPLIED, TO ANY PERSON CONCERNING THE APPLICATION OR THE RESULTS TO BE OBTAINED UNDER THE RESEARCH SERVICES AGREEMENT*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

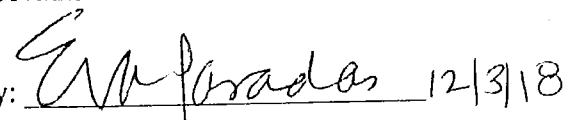
**COUNTY:** Board of County Commissioners of Douglas County, Kansas

ATTEST:

  
Jameson D. Shew, County Clerk

By:   
Nancy Thellman, Chair

**CONTRACTOR:** Northeastern University

By:  12/3/18  
Eva Pasadas, Director, Grants and Contracts

## **Attachment A**

### **SCOPE OF SERVICES**

#### **Douglas County Law Enforcement Contact Study**

Northeastern University ("Contractor") will provide research services to the Douglas County Criminal Justice Coordinating Council (the "CJCC"), and other stakeholders of the Douglas County Criminal Justice System, which include Douglas County, Kansas, the Douglas County Sheriff's Office, the City of Lawrence Police, the University of Kansas Police, the Eudora Police, and the Baldwin Police Departments (collectively, the "Stakeholders"). Dr. Jack McDevitt and Dr. Amy Farrell from Northeastern University in Boston, MA and Dr. Janice Iwama from American University in Washington, D.C. will perform the services to be delivered by Contractor. The CJCC will be the lead agency directing Contractor's work, and Contractor will provide all deliverables to the CJCC, which will share the deliverables with the Stakeholders.

The Contractor will provide technical assistance to the CJCC 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 CJCC with formulating solutions and assist in developing any necessary procedures and processes related to disproportionate minority contact.

Below is a description of the scope of research services that will be conducted by the Contractor and attached documents which include information on timeline (Attachment E) and the budget proposed for the project (Attachment C).

#### **A. Phase I: Planning**

##### **1. Brief leadership**

The Contractor will assist the Sheriff and Chiefs to determine the following:

- a project team with representation from each agency to assist with leadership of the project
- the expected impact on workload by officers from their agency
- the analytic approach that would be used to determine if racial and ethnic disparities exist
- the time period for data collection before sufficient information is available to perform a reliable analysis
- how accessible the data will be to other groups who might want to conduct their own analysis

- what managerial options exist for managers if disparities are identified

## **2. Identify existing data collection possibilities in participating agencies**

It is expected that the participating agencies will identify a liaison(s) to assist the Contractor with identifying data collection possibilities. The Contractor will work with each agency to identify the best method of data collection that will acquire the information desired at the lowest cost and least disruption to agency.

## **3. Identify data elements to be collected**

Other law enforcement agencies across the country have collected data on traffic and pedestrian stops. The decision to collect each item of information represents a balance between increased workload on the officers completing any data collection protocol and the amount of information necessary to conduct a rigorous analysis. The Contractor will provide the project team a summary of what has been collected by other agencies and how it has been used in various reports for consideration in this project. The Contractor shall also provide recommendations to the project team regarding the appropriate types of data to be collected and the correlating methods, procedures and processes for collecting the data.

## **4. Decide on an analytic approach**

Analysis of traffic and pedestrian stop data has included many different approaches to determine if racial and ethnic disparities exist. Previous research has included, census data, driving population estimates, traffic accident data, observations, and stops made after dark compared to stops made in daylight. Additionally, research studies have analyzed data using both bivariate and a multivariate methods. A summary of the strengths and weaknesses for each method will be prepared and presented to the project team for their consideration and to determine which approach might best answer their questions. The Contractor shall make a recommendation on the appropriate analytical approach applicable to be considered in Douglas County.

## **5. Develop training for officers**

In order for the data to be collected in an accurate and consistent manner, officers from the participating agencies need to be trained on how to complete the data collection instrument. This training needs to define each data element and provide descriptions in an accessible format to all who will utilize the system. This training is best if it can be interactive where officers can discuss their questions as well as any concerns they may have about how this information might be used. In addition, supervisors need to be trained on how best to assure that the data is timely and accurate. Finally, attention

needs to be paid on how to help supervisors address inevitable concerns from their officers and eventually how they might discuss disparities, if any are uncovered, with officers in a way that allows the officer to change previous behavior. The Contractor shall provide recommendations on the approach in Douglas County and assist the Stakeholders with training when needed.

#### **6. Audit process**

To assure that the data being collected are of the highest quality, an ongoing auditing process is essential. This process should look at consistency in the number of stops that are taking place over time as well as a process for spot checking data elements to assure they are being accurately recorded. This process needs to initially examine the collected data to make sure officers are collecting information in a consistent manner. This process can identify inconsistent patterns based on information being recorded by officers who may have misunderstood how to complete some elements of the data collection system. The Contractor shall recommend criteria and the appropriate intervals for the audit process.

#### **7. Develop community participation process**

The success of the project will depend on the ongoing communication with the project team, the CJCC, the Stakeholders, and the community. The Contractor shall recommend a process and the interval for regular meetings and ongoing communication so that all stakeholders are kept informed of any developments.

An additional issue that should be considered is whether the full project would benefit by a pre/post citizen survey. A survey could gauge the current level of trust that community members have in their respective police departments. Furthermore, at some point after implementation of the project a second community survey could be conducted to determine if community trust in their police department has changed. The Contractor shall make a recommendation to the CJCC on whether a pre/post survey should be used for the project.

### **B. Phase II: Data Collection**

#### **1. Review data collection\process**

The first task in the second phase will be to finalize the data collection process and protocols that will be used to collect the information needed to determine if any disproportionalities exist through field test(s) of the research instruments for the collection of traffic and pedestrian stop data. These instruments will serve to inform the final survey instrument used in this project. The Contractor shall make a

recommendation on the appropriate instruments and practical tools for organizational management in Douglas County.

## **2. Initial data collection review**

The purpose of the pilot data would be to test the data collection instrument to determine whether any changes need to be made to the design due to inaccuracies from missing information, duplicate information, and/or measurement error. The Contractor will evaluate the pilot data collected during the first six months of the project and recommend any modifications.

## **3. Identify preliminary patterns and trends**

The systematic collection and analysis of data on police stops has the potential to illuminate patterns in law enforcement that are often unrecognized by officers and police managers in their day-to-day activities. The Contractor shall alert the CJCC and project team of any such patterns or trends observed and make appropriate recommendations.

## **4. The Contractor shall ensure that all data collection and analysis be based on statistically valid analysis and testing not anecdotal comments.**

### **C. Phase III: Analysis**

#### **1. Using external benchmarks**

Identifying appropriate benchmarks is a critical part of the data collection and analysis endeavor. Benchmarking refers to comparisons of the characteristics of the people police stopped to a base violator population. Numerous criminological studies have suggested in the past that when using external benchmarks having multiple benchmarks is often the most appropriate strategy. The Contractor will recommend which of the following benchmarks are appropriate for the CJCC and this study:

- *Modified Population Estimate.* Although unadjusted population data from the U.S. Census are unlikely to produce a useful benchmark for comparison to the driving population, residential population data can be modified to capture information about the racial demographics more likely to reflect the driving population. One common method is to adjust the census data to only include the driving age population. This can be done by eliminating residents who are too young to drive and adjusting the overall rate for elderly drivers, who tend to drive less than younger drivers. While this estimate can only measure residential drivers, it can be a more accurate measure for certain



communities (e.g., small residential communities) than others and is useful in exploring pedestrian stops.

- *Driving Population Estimate (DPE)*. The DPE is another option as one benchmark against which police traffic stop data may be compared to determine disparities. The DPE begins with the assumption that cities and towns close to a particular city contribute more people to the driving population of the target city. Other factors besides distance, however, influence travel. Research on transportation has long shown that the economic draw of a city can mediate the effect of spatial separation. People will drive further if attractive features such as shopping, employment or entertainment exist in the target city. For example, the DPE model assumes that if distances were equal a driver is more likely to go to a city with some economic draw (e.g., shopping, employment, or entertainment) than a city without such draws. Fundamentally, the DPE seeks to measure the factors that both push drivers out of surrounding communities and draw drivers into target cities from surrounding communities.
- *Observational Surveys*. Observational surveying refers to a process in which trained staff systematically record information on drivers and passengers in the most heavily traveled roads in a jurisdiction. This method is much more time and resource intensive than other external benchmarking procedures and can only be conducted with a sample of all local police agencies.
- *Traffic Crash Data*. Another potentially useful comparison point is the proportion of accidents involving drivers of particular groups. This information may provide a rough representative estimate of the driving population according to previous studies on racial disparities in traffic stops.

## **2. Using Internal Benchmarks**

As opposed to external benchmarking, internal benchmarking refers to comparisons of traffic and pedestrian stop activity amongst similarly situated law enforcement personnel, that is, officers in the same unit working in the same area during the same time of day. This allows us to identify whether some officers are more likely to stop minority residents, drivers, or vehicles with minority passengers than other officers like him or her. The Contractor will recommend which of the following benchmarks are appropriate for the CJCC and this study:

- *Calculation of stops, searches, search outcomes, citations, and other post-stop actions*. Analyze whether patterns exist in police practices around *decisions* to stop residents, search vehicles, the outcomes or productivity of these searches, and officers' actions following the stops (e.g., whether a citation is issued).

- *Analysis of agency level traffic and pedestrian stop practices.* Develop an analytic template for agencies to use to make traffic and pedestrian stop data analysis a part of their normal management practices.

All analyses will include bivariate and multivariate analytic approaches. The bivariate analyses will identify significant associations between the race and ethnicity of persons stopped and other factors such as location of stop, time of day, and reason for stop. In addition we will employ a multivariate approach to determine significant associations while controlling for alternative explanations such as the level of deployment, the crime in an area and the offense of the person stopped. Particular attention will be paid to the sample size. For these analyses to be statistically reliable there needs to be sufficient number of cases for each group under review. A power analysis will determine the exact population necessary but one analysis will compare non-white persons stopped to white persons stopped, additional analyses will be done for each sub-group of interest to the coordinating committee.

## **Deliverables**

### **A. Project Timeline (Attachment E)**

Items listed in the project timeline in attachment E are considered deliverables. Both the County and Contractor shall be diligent in following the project timeline. If a deviation is necessary or a discrepancy noted, changes shall be agreed upon in writing by both parties.

### **B. Quarterly Reports**

The Contractor shall provide the CJCC and agency Police Chiefs with quarterly reports that describe progress of the project made over the past quarter and cumulative progress to date. These reports will change in character over the course of the project. Initially these reports will document the successes and challenges in obtaining buy-in from all interested parties and developing agreement on the data elements to be collected and the data collection process. It is expected that the second quarterly report will describe the development of a training program for officers as well as an auditing process to assure data quality and a process for ongoing community input. Subsequent reports will describe the agreed upon analytic approach and the initial and final analyses. Each quarterly report shall report be delivered to the CJCC the first week of the subsequent quarter.

### **C. Annual Reports**

The Contractor will work with the project team to prepare an annual report upon completion of the first year of data collection and analysis. It is anticipated that annual

reports will describe the purpose and origin of the project, the methods used, an analysis traffic and pedestrian stops as well as searches, and post-stop actions, and recommendations. The Contractor shall ensure this first report can be used as a template for ongoing annual reports.

Following the completion of the annual report, the Contractor will recommend strategies for dissemination and assist in the dissemination when necessary.

#### **D. Law Enforcement Data Collection and Analysis Program**

Upon project completion, the Contractor shall ensure the CJCC and the Stakeholders have an operating program to document and analyze traffic and pedestrian stops for evidence of racial bias.

#### **E. Comprehensive final project report**

Upon project completion, the Contractor shall provide the CJCC with a comprehensive final report. At the minimum, this report shall document results, recommendations, observations, statistics, program development, policies/ procedures and any other relevant information related to the project. The report shall also include an Executive Summary.

Contractor agrees that the following items identified in this Scope of Work require the review and prior approval from the Douglas County Administrator and the Lawrence City Manager:

1. The community engagement process;
2. Any press releases or statements issued by the Contractor;
3. Contractor agrees to submit its proposed Final Report to the Douglas County Administrator and the Lawrence City Manager for review and comment not less than ten days before it is released to any other party.

Attachment B

Douglas County, Kansas Law Enforcement Contact Study Project

Contractor- Northeastern University

Project Cost is \$175,000

Length of consulting services is 2 years  
December 20th, 2018 through December 20th, 2020

Payment plan to Northeastern University:

Payment #1 - \$25,000 due on December 30<sup>th</sup>, 2018  
Payment #2 - \$50,000 due on April 30<sup>th</sup>, 2019  
Payment #3 - \$50,000 due on August 31<sup>st</sup>, 2019  
Payment #3 - \$50,000 due on August 31<sup>st</sup>, 2020

**Attachment C**

**Kansas Technical Assistance and Analysis Project**

***Budget Plan***

	<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
<b><u>Personnel</u></b>			
Jack McDevitt	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00
Amy Farrell	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00
Janice Iwama	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00
PhD student	\$ 28,000.00	\$ 28,000.00	\$ 56,000.00
<b><u>Operations</u></b>			
Travel	\$ 8,400.00	\$ 8,400.00	\$ 16,800.00
Two researchers will meet with CJCC and other stakeholders in-person six each year (approx. \$1,400 per visit)			
			\$ 144,800.00
Indirect Costs (20%)			\$ 28,960.00
			<b>\$ 173,760.00</b>

# Attachment D

## DOUGLAS COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This Attachment contains contract provisions to attach to or incorporate of any contract entered into by Douglas County or any of its agencies, offices, or departments (unless the contract is prepared by Douglas County and the terms hereof are already included). If it is attached to a separate contract, then that contract shall be altered to contain the following provision:

"The Provisions found in Douglas County Contractual Provisions Attachment (Revised April-2006), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
4. **Disclaimer Of Liability:** Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. Reserved
6. **Arbitration, Payment Due, Interest, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority To Contract:** By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
8. **Responsibility For Taxes:** Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

# Attachment E

	Year 1												Year 2												
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	
<b>Phase I: Planning</b>																									
Identify participating agencies and brief leadership																									
Identify existing interconnection possibilities in participating																									
Identify data elements to be collected																									
Decide on analytic approach																									
Develop training for officers																									
Audit Process																									
Develop Community Participation Process																									
<b>Phase II: Data Collection</b>																									
Review Data Collection Process																									
Pilot Data Review																									
Identify Preliminary Patterns and Trends																									
<b>Phase III: Analysis</b>																									
Using External Benchmarks																									
Using Internal Benchmarks																									
<b>Phase IV: Deliverables</b>																									
Quarterly Reports																									
Annual Reports																									
LE Data Collection and Analysis Program																									
Comprehensive Final Project Report																									

\* 2nd Annual report by January 31st, 2020  
 \* Comprehensive Final Report by March 31st, 2020