ARIZONA STATE UNIVERSITY
CENTER FOR VIOLENCE PREVENTION AND COMMUNITY SAFETY
MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into this 8th day of April, 2015 (the "Effective Date") by and between the Maricopa County Board of Supervisors, acting on behalf of the Maricopa County Sheriff's Office ("MCSO"), and The Arizona Board of Regents for and on behalf of Arizona State University and its Center for Violence Prevention and Community Safety ("ASU").

RECITALS

A. MCSO desires to engage ASU to perform certain consulting services and to provide technical assistance as MCSO may require from time to time (collectively, the "Services") in connection with the project description and estimated budget set forth on Exhibit A hereto. The Services to be provided by ASU will be described in each scope of work (each, a "Scope of Work") agreed to by the parties in the form set forth on Exhibit B hereto.

B. ASU's Center for Violence Prevention and Community Safety (the "Center") has the capability and personnel to provide the Services to MCSO.

C. The performance of the Services is consistent, compatible, and beneficial to the role and mission of ASU, as expressed in its charter statement, to assume fundamental responsibility for the economic, social, cultural and overall health of the communities ASU serves.

AGREEMENT

1. **Scope of Work.** The Center will use reasonable efforts to provide the Services requested by MCSO from time to time. The Services will be provided under the direction and supervision of the Center director, Dr. Charles Katz. The parties agree that ASU will have discretion to involve its students in the conduct and performance of the Services. To the extent there are any conflicts between the provisions of any Scope of Work and this Agreement, the terms of this Agreement will control. ASU's performance of the Services and its obligations under this Agreement are subject to and governed by the regulations and policies of ASU and the Arizona Board of Regents.

2. **Scheduling Services; Similar Research.** The scheduling of the Services will be arranged to avoid conflict with ASU's educational and research programs. ASU will control the scheduling of such Services but will try to meet the timelines established by MCSO. Nothing in this Agreement will be construed to limit the freedom of ASU or of its researchers from engaging in similar services made under other grants, contracts or agreements with parties other than MCSO.

3. **Compensation and Invoicing.**

3.1 MCSO will pay ASU for the Services performed under this Agreement in accordance with the rate schedule set forth in the applicable Scope of Work. MCSO acknowledges and agrees that rates are subject to change from time to time but that rates set forth on a Scope of Work will not change while work thereunder is in progress. MCSO will remit the amount of the contract price due for Services rendered under this Agreement upon receipt of invoices from ASU issued monthly for the duration of the period of performance. Invoices are due and payable within 30 days. ASU will send invoices to the

MCSO contact identified in the Scope of Work or communicated to the Center by MCSO. MCSO will send checks or paper remittance advices to the payment address set forth in the Scope of Work or communicated by the Center to MCSO. Questions regarding invoices should be directed to the Center contact identified in the Scope of Work.

3.2 ASU reserves the right to subject invoices not paid within thirty (30) days of the invoice date to a 4% per month late fee on the unpaid balance for any amounts not in dispute. ASU reserves the right to discontinue the Services if MCSO fails to make payments when due. In the event of non-payment, ASU may terminate all further work on the Services and seek full payment from MCSO for all work performed and all expenses incurred including allocable costs, pursuant to the termination clause of this Agreement including the collection of payment. Should it become necessary for ASU to commence collection proceedings or retain an attorney to enforce any of the terms of this Agreement, MCSO will pay all attorneys' fees and the costs of collection incurred by ASU.

4. **Term and Termination.**

4.1 The term of this Agreement will commence on the Effective Date and will continue until terminated as provided herein. The parties may modify or extend this Agreement at any time by mutual written consent. In no event will the term of this Agreement exceed five (5) years.

4.2 Either party may terminate this Agreement at any time, with or without cause, by giving the other party not less than thirty (30) days prior written notice.

4.3 ASU may terminate this Agreement immediately in the event of a material breach on the part of MCSO that ASU deems to be incurable. A material breach may include, but is not limited to: (a) any act causing an incurable tarnishing of ASU's or the Center's reputation; (b) any statement on the part of MCSO that is critical of or disparages any element of the relationship between the parties, or that misstates ASU's obligations under this Agreement, or that is critical of the value, quality or character of ASU's Services rendered to MCSO under this Agreement; or (c) any statement on the part of MCSO or any delivery of information to ASU in connection with ASU's performance of the Services that is materially false or misleading.

4.4 In the event of early termination, the parties will work together to effect an orderly transition and/or wind-down of any Services then in process. Upon termination, property purchased in furtherance of this Agreement will remain the property of the purchasing party, unless expressly specified otherwise.

4.5 Without prejudice to any other remedy for breach of this Agreement, upon termination of this Agreement, no Party will be released from any obligations which have accrued prior to the effective date of such termination. In the event of termination, MCSO will remain responsible for payment to ASU for all Services performed through the date of termination and for reimbursement to ASU of all non-cancelable commitments incurred in the performance of the Services. Except as provided herein, each party will pay its own costs incurred as a result of termination.

4.6 Sections 4, 5, 6, 7, 9, 11, 12, 16 and 17 of this Agreement will survive any expiration or termination of this Agreement.

5. **Confidential Information.**

5.1 MCSO and ASU may choose, from time to time, in connection with the Services contemplated under this Agreement, to disclose proprietary or confidential information to each other ("Confidential Information"). To be protected hereunder, Confidential Information must be marked confidential if disclosed in written or other tangible form. If Confidential Information is disclosed orally or visually, Confidential Information must be identified as confidential at the time of disclosure and reduced to writing, marked confidential, and transmitted to the receiving party within thirty (30) days of the initial disclosure. Each party will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other party and will use such information only for the purposes of this Agreement. Each party agrees that the obligations under this Section will survive for three (3) years after termination of this Agreement; provided that the receiving party's obligations hereunder will not apply to information that:

(a) is already in the receiving party's possession at the time of disclosure;

(b) is or later becomes part of the public domain through no fault of the receiving party;

(c) is received in good faith from a third party with no duty of confidentiality to the disclosing party;

(d) was developed independently by the receiving party prior to disclosure; or,

(e) is required to be disclosed by the receiving party pursuant to a legally enforceable order, law, subpoena, or other regulation ("Order"), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that information necessary to comply with said Order.

5.2 ASU reserves the right to refuse acceptance of such Confidential Information which is not required for the purposes of this Agreement.

5.3 MCSO will notify ASU in writing if any information or data provided to ASU under this Agreement contains personal identifying information as defined in Arizona Revised Statutes ("A.R.S.") §§ 12-290 and 13-2001 or if information or data that MCSO is requesting ASU to produce during the course of work under this Agreement is expected to be subject to statutory prohibitions against disclosure. To the extent required by A.R.S. §§ 44-1373, 44-7501 and 44-7601, any personal identifying information will be redacted or removed by the parties prior to any public disclosure.

5.4 Nothing in this Agreement will be construed to convey to either party any right, title or interest in any Confidential Information provided by the other party or any right, title or interest in any intellectual property of the parties, including but not limited to, processes, copyrights or patents. No license to the receiving party under any trademark, patent or copyright is either granted or implied by the conveying of Confidential Information to the receiving party.

5.5 ASU is a public institution and, as such, is subject to A.R.S. §§ 39-121 through 39-127 regarding public records. Accordingly, notwithstanding any other provision of this Agreement to the contrary, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

6. **Publication.** MCSO recognizes that under ASU policy, the results of work performed under this

Agreement must be publishable and agrees that ASU and its employees and students engaged in work hereunder will be free to present at symposia or professional meetings, and to publish in journals, theses or dissertation, or otherwise of their own choosing, methods and results of work performed under this Agreement. Notwithstanding the foregoing, ASU agrees to submit manuscripts of proposed publications to MCSO prior to publication for review to ascertain that no confidential or proprietary information has been inadvertently disclosed in the proposed manuscript. If MCSO finds any proprietary or confidential information, then MCSO will notify ASU of this information and ASU will remove the noted information from the publication. In no event will ASU delay publication for more than thirty (30) days from receipt by MCSO of such manuscript for review. In the event a patent application is being filed, ASU will allow ninety (90) days from the date MCSO first received said manuscript for the patent application to be filed.

7. **No Warranty or Guarantee.**

7.1 ASU neither makes nor will be deemed to have made any representation or warranty whatsoever (express or implied) regarding any outcome obtained or deliverable delivered hereunder including any outcome desired by MCSO. Any decision regarding the use or disposition of said outcome will be the sole responsibility of MCSO.

7.2 ASU does not guarantee the accuracy of any work product produced by MCSO following ASU's delivery of the Services hereunder or the accuracy of MCSO's interpretation of its work product. The parties acknowledge and agree that ASU's role in performing the Services under this Agreement is educational.

8. **No University Endorsements.** In no event will MCSO (or its successors, employees, agents and contractors) state or imply in any publication, advertisement or other medium that ASU has approved, endorsed or tested any product or service. In no event will ASU's performance of any Services hereunder be considered a test of the effectiveness or the basis for any endorsement of a product or service.

9. **Use of Names or Logos; Publicity.**

9.1 Neither party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other party ("Marks"), or the name of any representative or employee of the other party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the party that owns the Marks in each instance. Use of any party's Marks must comply with the owning party's requirements, including using the "®" indication of a registered trademark where applicable.

9.2 Each party hereby agrees that, except as may be required of a party to comply with the requirements of applicable law, no press release or similar public announcement or communication will be made or caused to be made concerning the existence or the subject matter of this Agreement unless expressly approved in advance in writing by all parties hereto. The foregoing includes, but is not limited to, any public relations activities such as media releases, any form of public relations communications, mention of ASU or MCSO or their respective personnel on web sites or social media, etc.

10. **Indemnification.**

10.1 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or authorized volunteers.

10.2 In addition to the foregoing, MCSO will indemnify, defend and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its and their officials, officials, agents and employees (collectively, the "ASU Indemnitees") for, from and against any and all claims, actions, liabilities, costs, damages, losses or expenses (including court costs, attorneys' fees, experts' fees, and costs of claim processing, investigation and litigation) incurred or which may be incurred by the ASU Indemnitees directly or indirectly arising out of or resulting from: (i) any act or omission made by MCSO or any of its officers, directors, managers, agents or employees (collectively, the "MCSO Parties") related to the Services, which is negligent, willful or fraudulent; (ii) any untrue or inaccurate representation made by any MCSO Party in this Agreement or made to ASU in connection with the Services during the term of this Agreement; (iii) any claims of libel, slander or defamation or violations of personal rights of privacy in connection with the Services that MCSO engages ASU to provide hereunder; or (iv) failure to comply with any applicable law. MCSO will defend or arrange for the defense of any claims, actions or suits brought against an ASU Indemnitee based on or arising out of any such loss, cost, damage, expense or liability and shall pay all costs and expenses, including attorneys' fees, in connection with all such claims, actions or suits.

10.3 ASU is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Agreement to the contrary, ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

11. **Insurance Requirements.**

11.1 As a public institution of the State of Arizona, ASU is self-insured under the State of Arizona, Department of Administration, Risk Management Department as provided under A.R.S. §§ 41-621 et seq. That self-insurance program provides ASU with adequate insurance coverage as necessary and reasonable to insure itself and its personnel in connection with the performance of this Agreement.

11.2 Without limiting any liabilities or any other obligation of MCSO, MCSO will, at its expense, procure and maintain during the term of this Agreement a policy of commercial general liability insurance in an amount of not less than One Million Dollars ($1,000,000), single limit, Two Million Dollars ($2,000,000), general aggregate, workers' compensation insurance as required by applicable law, employer's liability insurance with minimum limits of not less than One Million Dollars ($1,000,000) for each accident, and umbrella liability insurance with a minimum combined single limit for each occurrence of at least Three Million Dollars ($3,000,000) and an aggregate of Five Million Dollars ($5,000,000). All insurance required pursuant to this Section must name the Arizona Board of Regents, Arizona State University, and the State of Arizona as additional insureds and must contain a

waiver of subrogation against the Arizona Board of Regents, Arizona State University, and the State of Arizona.

12. **Legal Proceedings.** If ASU, through any of its employees, agents, representatives or licensees, is required or requested to become involved in any pending or future legal proceeding to which MCSO is a party in connection with any matter addressed in or arising from this Agreement, MCSO will pay for all of ASU's time, work and expenses related to such legal proceeding(s). Individual time worked by ASU personnel related to such legal proceeding(s) will be billed to MCSO at the hourly rate set forth in Exhibit A.

13. **Relationship of the Parties.** Each party is an independent contractor and is independent of the other party and will be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. Under no circumstances will any employees of one party be deemed the employees of the other party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party will have any right, power, or authority under this Agreement to act as a legal representative of the other party, and neither party will have any power to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever contrary to the provisions of this Agreement. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.

14. **Notices.** All notices, requests, demands and other communications hereunder will be given in writing and will be: (a) personally delivered; (b) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid; (c) sent via e-mail or other electronic means, with a copy by regular mail; or (d) sent by commercial overnight courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to MCSO:

Maricopa County Sheriff's Office
102 W. Madison
Phoenix, AZ 85003
Attn: Chief Bill Knight
Email: B_Knight@MCSO.maricopa.gov

If to ASU:

Arizona State University
Center for Violence Prevention
and Community Safety
500 North 3rd Street, Suite 200
Phoenix, AZ 85004-2135
Attn: Charles Katz, Director
Email: charles.katz@asu.edu

If personally delivered, such communication will be deemed delivered upon actual receipt; if sent by electronic transmission, such communication will be deemed delivered the next business day after transmission, and sender will bear the burden of proof of delivery; if sent by overnight courier, such communication will be deemed delivered upon receipt as evidenced in writing; and if sent by U.S. mail, such communication will be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service. A party may change its address for notice and the address to which copies must be sent by giving notice thereof in accordance with this Section.

15. **Force Majeure.**

15.1 No liability will result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, substantial snowstorm, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, strike or other labor dispute or labor trouble, or any failure or delay of any transportation, power or communications system or any other or similar cause beyond that party's reasonable control.

15.2 The party which is so prevented from performing will give prompt notice to the other party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by either party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.

16. **Applicable Law; Venue.** Any dispute regarding or arising under this Agreement, or the interpretation of this Agreement, will be subject to and resolved in accordance with the laws of the State of Arizona, without regard to its conflicts of laws principles. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

17. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event of litigation, as required by A.R.S. §12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

18. **Assignment.** Neither party will assign or transfer any interest in this Agreement without the prior written approval of the other party. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this Agreement will be binding upon the permitted successors and permitted assigns or other permitted transferees of the parties.

19. **Severability.** If any provision of this Agreement shall for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law: (a) such provision will be separated from this Agreement; (b) such invalidity, illegality, unenforceability, or conflict will not affect any other provision hereof; and (c) this Agreement will be interpreted and construed as if such provision, to the extent the same shall have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.

20. **Waiver; Modification.** The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and will not constitute, or be held to be, a waiver of any other or subsequent breach or to affect in any way the effectiveness or enforceability of the provision in question. Any modification or amendment of this Agreement or any Scope of Work hereunder will be effective only if made in writing and signed by both parties.

21. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person or entity, other than the parties and their respective successors and assigns permitted by this Agreement, any right, remedy or claim under or by reason of this Agreement.

22. **Merger and Integration; Recitals and Exhibits.** This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes any and all prior understandings, agreements, representations, and warranties, express or implied, written or oral, between the parties concerning the subject matter of this Agreement. All recitals herein, and all exhibits attached hereto (including each Scope of Work hereunder) and referred to herein, are integral and material parts of this Agreement.

23. **Compliance with Laws; Nondiscrimination.** Each party will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes and regulations that are or become applicable to this Agreement, including all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

24. **Conflict of Interest.** In accordance with A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may cancel this Agreement within three years after its execution, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

25. **Cancellation for Non-Appropriations.**

25.1 The parties recognize that this Agreement may depend upon appropriation of funds. If MCSO fails to appropriate the necessary funds, MCSO may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. MCSO agrees to notify ASU as soon as reasonably possible after MCSO knows of the loss of funds.

25.2 In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to MCSO and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

26. **Legal Worker Requirements.** As required by A.R.S. § 41-4401, the parties are prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Each party warrants that it complies fully with all applicable federal immigration laws and

regulations that relate to its employees, that it will, as applicable or required under § 23-214(A), verify, through the e-verify program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on this Agreement, and that it will, as applicable or required under A.R.S. § 23-214(A), require its subcontractors and sub-subcontractors to provide the same warranties to each party.

A breach of the foregoing warranty will be a material breach of this Agreement. In addition to the legal rights and remedies available to each party hereunder and under the common law, in the event of such a breach, the non-breaching party will have the right to terminate this Agreement. On request, either party will have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

27. **Records**. To the extent required by A.R.S. § 35-214, the parties will retain all records relating to this Agreement and will make those records available at all reasonable times for inspection and audit by MCSO or ASU (or any of their authorized representatives) or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at a location mutually agreed by the parties.

28. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY

By: _____ 5-5-15
Robert E. Page, Jr. Date
University Provost

MARICOPA COUNTY BOARD OF SUPERVISORS

By: _____ APR 08 2015
Steve Chucri Date
Chairman of the Board

ATTEST:

By: _____ APR 08 2015
Fran McCarroll Date
Clerk of the Board

APPROVED AS TO FORM

By: _____ 5.4.2015
Associate General Counsel Date
Arizona State University

APPROVED AS TO FORM

By: _____ 4-9-2015
Deputy County Attorney Date

EXHIBIT A
TO MASTER SERVICES AGREEMENT

Project Description and Estimated Budget – Traffic Stop Data Training and Analysis

A. PROVISION OF ANALYTICAL TECHNICAL ASSISTANCE TO THE MCSO

The Maricopa County Sheriff's Office (MCSO) is interested in implementing an analysis and technical assistance (TA) collaboration between MCSO and Arizona State University's Center for Violence Prevention and Community Safety. The goal of the collaboration is to increase the data and analytical infrastructure surrounding MCSO's traffic stop data analysis work group for the purpose of enhancing the work group's capacity to collect, maintain, analyze, and disseminate traffic stop data.

Over the past several decades, researchers have established the importance of implementing early warning systems to identify prohibited discriminatory policing and racial profiling. The most effective early warning systems are based on the results of systematic data collection and routine analysis. The focal points of the collaboration will be developing the MCSO's capacity to audit traffic stop data and conduct trend analysis on traffic stops, traffic stop outcomes, and searches and seizures. The Project will be spearheaded by Chief Bill Knight of the MCSO. The MCSO will benefit from training and technical assistance provided by its research partner ASU. The proposed collaboration has four major objectives.

Objective 1: Data Audit. Prior federally funded research suggests that before collecting and analyzing traffic stop data, a series of initial steps should be taken to identify the challenges faced by an agency to collect reliable and valid data. ASU will provide TA and input to assist the MCSO in developing an oversight mechanism that determines error rate standards and provides information on the causes and consequences of errors in traffic stop data collection. In doing so, ASU will develop a common understanding of the context of the MCSO's data needs, engage key stakeholders in identifying their needs and priorities, talk to key stakeholders about their concerns about data quality, and how various interventions might be used to ameliorate recurring problems associated with problem data elements. ASU will also provide ongoing technical assistance to MCSO personnel with respect to statistical training and the use of statistical software packages. Technical assistance will begin immediately upon execution of an Agreement between MSCO and ASU and continue throughout the life of the Project.

Objective 2: Developing Analytical Capacity. Twelve (12) one and one half (1.5) to two (2.0) hour classroom training sessions will be conducted over a nine (9) month period. Ten (10) to twenty (20) persons from the MCSO will attend these training sessions. In addition, ongoing technical assistance will be provided to these 10-20 persons with respect to statistical training and the use of statistical software packages. The work group will be trained on matters related to the development and implementation of monthly, quarterly and annual traffic stop data reports. During these sessions, participants will be exposed to: (a) research related to prior reviews of traffic stop data; (b) strengths and weaknesses of prior research; (c) contemporary methods in collecting, auditing, analyzing, and disseminating traffic stop data; (d) analytical methods for auditing and analyzing traffic stop data; and (e) data dissemination strategies. The timing and topic of each training will correspond to tasks at hand; for instance, training on analysis and data management will occur prior to conducting analyses necessary for reports. The overall purpose of these trainings is to increase the capacity of MCSO personnel to make effective use of traffic stop reports by developing the skill sets necessary for the accurate/valid interpretation of traffic stop data and reports as well as for troubleshooting any problems associated with data collection

systems. Participants in these trainings will develop familiarity with the basic statistical techniques used in the analysis of the data, and they will develop the capacity to critically evaluate the various reports produced by the MSCO-ASU research collaboration.

Objective 3: Planning for Implementation. During this phase the ASU team will partner with MCSO to plan for the implementation of monthly, quarterly, and annual reports. This will include but not be limited to the development of an outline of the contents of each report, determination of the data that will be included in each report, methodological and analytical strategies that will be used to analyze data for the report, and identification of strategies to disseminate reports.

Objective 4: Review Traffic Stop Data. ASU will collaborate with MCSO to provide instruction to MCSO to enable MCSO to analyze and report on traffic stop data. This will include methods and techniques for managing data, provision of technical assistance for using appropriate statistical techniques, and, on a limited basis, conducting parallel analyses to audit the quality of data analyses. The end products will include completed monthly, quarterly, and annual reports. The monthly and quarterly reports will include standardized reports as well as reports on special topics. The annual report will be comprised of a number of different chapters that focus on individual, group, and neighborhood level factors.

Technical Assistance Process

Technical assistance will begin immediately upon execution of an Agreement between MSCO and ASU and continue throughout the life of the Project. ASU will respond to MSCO inquiries regarding technical assistance within 24 hours of receiving them during the regular M-F work week and within 48 hours for inquiries received on weekends or holidays. ASU research/technical assistance team members will be available (at the request of MSCO) to be onsite at MSCO for up to two days each month in addition to attending monthly and special meetings organized by MSCO. The ASU team will provide MSCO with a quarterly report of technical assistance activity/services provided to MSCO.

B. 12-MONTH BUDGET

Project Support Staff

Personnel	Hours Per Week	Cost
Faculty/Administration	4 hours per week	$24,152
Graduate Research Assistant	20 hours per week	$44,848
Total Base Cost		**$69,000**

Variable Budget Depending on Tasks Requested (ASU/CVPCS hourly charges for tasks required to meet Project objectives.)

Objective	Estimate of Time Necessary to Complete Task	Estimated Cost	Total Hourly (up to)
Objective #1	Up to 20 hours of work	20 person hours x $115	$2,300
Objective #2	Up to 96 hours of work	96 person hours x $115	$11,040
Objective #3	Up to 160 hours of work	160 person hours x $115	$18,400
Objective #4	Up to 400 hours of work	400 person hours x $115	$46,000
Total			**$77,740**

Estimated 12-month budget for technical assistance: $146,740

C. INVOICING

ASU will submit an invoice to MCSO for Services rendered once every 30 days. The invoice will be accompanied by descriptive information on the nature of Services provided as well as the amount of time spent on various tasks. Payment terms in the proposal are fixed price monthly for Project support and as invoiced monthly for hourly technical assistance provided for that period.

Invoices will be sent to:

Maricopa County Sheriff's Office
Financial Services Division (4th Floor)
550 W Jackson Street
Phoenix, AZ 85003

Payment will be made to:

Center for Violence Prevention & Community Safety
411 N Central Ave., Suite 680
Phoenix, AZ 85004

EXHIBIT B
TO MASTER SERVICES AGREEMENT

Form of Scope of Work

This Scope of Work, dated _____, 201_, is issued pursuant to, made part of, and governed by the Master Services Agreement, dated _____, 2015 ("Master Agreement"), by and between the Maricopa County Board of Supervisors, acting on behalf of the Maricopa County Sheriff's Office ("MCSO"), and The Arizona Board of Regents for and on behalf of Arizona State University and its Center for Violence Prevention and Community Safety ("ASU").

1. Contact Details.

Point of Contact for ASU:
Attention: [Contact Name]
[Address]
Arizona State University
P.O. Box [_____]
Phoenix, Arizona 85004-[____]
Fax: [_____]

Point of Contact for MCSO:
Attention: [Contact Name]
[Address]
[Address]
[Address]
[Address]
Fax: [_____]

2. Scope of Work.

Description of Services:

Deliverable(s), if any:

3. Rate Schedule.

ASU Payment Address (if different than above address)
Attention: Jody Arganbright
Center for Violence Prevention & Community Safety
Arizona State University
411 N Central Ave., Suite 680
Phoenix, AZ 85004

ACKNOWLEDGED:

Arizona State University Center for Violence Prevention & Community Safety

By: _____
[Name, Title]

Date: _____

Maricopa County Sheriff's Office

By: _____
[Name, Title]

Date: _____

16C0316A

SECOND AMENDMENT TO
MASTER SERVICES AGREEMENT
BETWEEN THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY
AND ITS CENTER FOR VIOLENCE PREVENTION AND COMMUNITY SAFETY
AND
MARICOPA COUNTY BOARD OF SUPERVISORS
ACTING ON BEHALF OF THE
MARICOPA COUNTY SHERIFF'S OFFICE

(Maricopa County Agenda # C-50-15-071-M-03)

THIS SECOND AMENDMENT TO MASTER SERVICES AGREEMENT (this "Amendment") is made and entered into effective as of July 1, 2016 by and between the Arizona Board of Regents for and on behalf of Arizona State University and its Center for Violence Prevention and Community Safety ("ASU"), and the Maricopa County Board of Supervisors acting on behalf of the Maricopa County Sheriff's Office ("MCSO").

RECITALS

A. MCSO entered into a Master Services Agreement (the "Master Agreement") with ASU for consulting services not to exceed five years effective April 8, 2015 for the purpose of receiving services outlined in Exhibit A of the Master Agreement.

B. The parties entered into a First Amendment to the Master Agreement to address insurance requirements.

C. The parties desire to further amend the Master Agreement by replacing Exhibit A to the Master Agreement with a new Exhibit A, which outlines the parties' objectives and cost of furthering the Traffic Stop Data Project in Fiscal Year 2017, beginning July 1, 2016.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment of Exhibit A. Effective as of July 1, 2016, Exhibit A of the Master Agreement is hereby amended and restated in its entirety and shall read as set forth on Attachment 1 hereto.

2. Effect of Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Master Agreement shall remain unmodified and in full force and effect.

3. Conflict or Inconsistency. In the event there is any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Master Agreement, the terms and conditions of this Amendment shall govern and control the rights and the obligations of the parties.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on the date first above written.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF
ARIZONA STATE UNIVERSITY

By: _____ 9/19/16
Mark Searle Date
University Provost

MARICOPA COUNTY BOARD OF SUPERVISORS

By: _____ SEP 07 2016
Clint Hickman Date
Chairman of Board

ATTEST:
By: _____ SEP 07 2016
Fran McCarroll Date
Clerk of the Board

APPROVED AS TO FORM

By: _____ 9-19-2016
Associate General Counsel Date
Arizona State University

APPROVED AS TO FORM

By: _____ 09-07-16
Deputy County Attorney Date

ATTACHMENT 1

Amended Exhibit A

A. Provision of Analytical Technical Assistance to the MCSO for Traffic Stop, April 2016 to 2017

The purpose of this Agreement is to develop the MCSO's capacity to audit traffic stop data and conduct trend analysis on traffic stops, traffic stop outcomes, and searches and seizures.

Objective 1: Data Audit. ASU will provide technical assistance and input to assist the MCSO to develop an oversight mechanism that determines error rate standards and provides precise information on the causes and consequences of errors in traffic stop data collection.

ASU will engage key stakeholders to identify and prioritize their concerns about data quality, and how various interventions might be used to ameliorate recurring problems associated with problem data elements. The final result will be a data audit document that discusses the quality of the data on a yearly (corresponding to the fiscal year) basis.

Objective 2: Developing Analytical Capacity. ASU will develop a 2-hour training module for MCSO staff about the development and implementation of monthly, quarterly and annual traffic stop data reports.

~~ASU will conduct the training classes at least on 5 dates mutually agreed upon by the parties in each~~ twelve (12) month period.

ASU will train MCSO staff on: 1) research related to prior reviews of traffic stop data, 2) strengths and weaknesses of prior research, 3) contemporary methods in collecting, auditing, analyzing, and disseminating traffic stop data, 4) analytical methods for auditing and analyzing traffic stop data, and 5) data dissemination strategies.

ASU will provide ongoing technical assistance to the primary MCSO personnel with respect to statistical training, use of predictive analytics software, Statistical Package for the Social Sciences (SPSS), and manipulation of SPSS syntax and output. Participants in the technical assistance interaction will develop familiarity with the basic statistical techniques used in the analysis of the data and develop the capacity to critically evaluate the various reports produced by the MSCO-ASU research partnership. This technical assistance goes beyond what is seen in the trainings, and will assist with report writing and manipulation of SPSS syntax to automate the report writing. Technical assistance will begin immediately upon execution of the agreement between MSCO and ASU and continue throughout the life of the project.

Objective 3: Planning for Implementation. The Parties will plan for the implementation of monthly, quarterly, and annual reports. This will include but not be limited to the development of an outline of the contents of each report, determination of the data that will be included in each report, methodological and analytical strategies that will be used to analyze data for the report, and identification of strategies to disseminate reports.

Objective 4: Benchmarking. ASU will collaborate with MCSO to analyze various benchmarks to be used when analyzing the traffic stop data.

Objective 5: Review Traffic Stop Data. ASU will collaborate with MCSO to analyze and report on traffic stop data. This will include methods and techniques for managing data, provision of technical assistance for using appropriate statistical techniques, and conducting parallel analyses to audit the quality of data analyses. The end products will include completed monthly, quarterly, and annual reports. The monthly and quarterly reports will include standardized reports as well as reports on special topics. The annual report will be comprised of a number of different chapters that focus on individual, group, and neighborhood level factors.

Objective 6: Inferential Analysis of Traffic Stop Data. ASU will conduct complex statistical analyses testing various methods of determining whether racially biased policing is occurring. Analyses may include a veil of darkness analysis, post-stop outcome analysis, and length of stop analyses using situational, driver, and deputy level characteristics to predict certain outcomes.

Technical Assistance Process

ASU will respond to MSCO inquiries regarding technical assistance within 24 hours of receiving them during the regular M-F work week and within 48 hours for inquiries received on weekends or holidays. ASU research/technical assistance team members will be available (at the request of MSCO) to be onsite at MSCO for up to two days each month in addition to attending monthly and special meetings organized by MSCO. The ASU team will provide MSCO with a quarterly report of technical assistance activity/services provided to MSCO.

B. Budget, April 2016 to 2017

MCSO will pay ASU a maximum of $176,820 for FY 2017 of which a maximum of $99,320 will be used for project administration. The remaining sums will be paid at the rate of $125/hour and invoiced monthly.

ASU will issue monthly invoices to MCSO for services rendered. The invoice will be accompanied by descriptive information on the nature of services provided as well as the amount of time spent on various tasks.

C. Invoicing

ASU will submit an invoice to MCSO for Services rendered once every 30 days. The invoice will be accompanied by descriptive information on the nature of Services provided as well as the amount of time spent on various tasks. Payment terms in the proposal are fixed price monthly for Project support and as invoiced monthly for hourly technical assistance provided for that period.

Invoices will be sent to:

Maricopa County Sheriff's Office
Financial Services Division (4th Floor)
550 W Jackson Street
Phoenix, AZ 85003

Payment will be made to:

Center for Violence Prevention & Community Safety
411 N Central Ave., Suite 680
Phoenix, AZ 85004