

RECIDIVISM RESEARCH PROJECT AGREEMENT

This Recidivism Research Project Agreement (this “*Agreement*”) is entered into by and between the COUNTY OF EL PASO, TEXAS (“*County*”) and Rapid Aggregation, LLC (“*PROVIDER*”). County and PROVIDER may be referred to singularly as a “*Party*” or, collectively, as the “*Parties*.”

WHEREAS, the COVID-19 pandemic significantly changed the dynamics of the justice system more than any known prior event in modern history, and analysis of the impacts of the pandemic on the justice system is critical to inform stakeholders;

WHEREAS, El Paso bookings dropped significantly during the COVID-19 pandemic and an analysis of re-booking data is crucial to understanding the impacts of these changes;

WHEREAS, the state inmate population has significantly increased in 2022, making the need to understand re-booking and re-arrest rates crucial;

WHEREAS, PROVIDER was involved in completing numerous prior recidivism studies for El Paso and other Texas Counties in the past;

WHEREAS, the effectiveness of criminal justice system, programs, pretrial, and community factors using recidivism as the measure of success is necessary for comparative justice system evaluation, particularly in light of impacts of the pandemic;

WHEREAS, based on research conducted by PROVIDER, there is now a universal definition of recidivism in Texas, and the COUNTY needs updated research on various justice programs concerning recidivism;

WHEREAS, the County has not had any universal recidivism studies completed since the year 2017 due to the State of Texas DPS discontinuing data sharing as they had done in previous years; and

WHEREAS, El Paso County worked to change a statute in 2023 requiring the State of Texas to share data with local governments and researchers so that this important data could be quantified.

NOW THEREFORE, in consideration of the terms and conditions herein, the Parties agree to work together on a research study addressing County level recidivism rates as follows:

SCOPE OF SERVICES

1. The COUNTY will perform the following services:
 - a. Provide access to the 2018 to 2022 El Paso County Jail Release data in the same form as previous recidivism studies.
 - b. Designate a liaison for the project to facilitate access to the data, help guide process reviews, and help with logistical arrangements for the relevant tasks.
 - c. Provide the appropriate variables necessary to track recidivism rates consistent with previous projects to include:
 1. Jail booking date (mm/dd/yyyy);
 2. Jail release date (mm/dd/yyyy);
 3. Release type (PR bond, surety bond, split bond, cash bond, and post sentence releases);
 4. Offense level (misdemeanor B or A; state jail felony; felony 3, etc.);
 5. Offense literal (e.g., Possession of a Controlled Substance, Trespass, Burglary of a Habitation, etc.);
 6. State identification number (SID);
 7. Demographic information (race, ethnicity, sex, and date of birth); and
 8. Flag for individuals with a mental health concern (flag that El Paso has shared in the past)

2. The PROVIDER will perform the following services:
 - a. Within six weeks of receiving County data, the PROVIDER will provide a dashboard and analysis of re-booking data, consistent with prior recidivism study dashboard data. The dashboard will:
 1. Study 2012-2021 El Paso County Jail releases on surety bond, PR bond, cash bond, split bond, and post county jail sentence.
 2. Calculate 1-, 2-, and 3-year rebooking rates into the El Paso County jail for Misdemeanor B and above offenses (excluding Misdemeanor C and Misdemeanor Traffic offenses).
 3. Develop a risk of rebooking measure using the County's own data.
 4. Allow for sorting by various demographic factors, such as mental health flags, gender, race, ethnicity, age, and the same factors as seen in the prior dashboard.
 - b. Within six weeks of criminal history records being received from DPS, the PROVIDER will have (Deliverable 1):
 1. Updated 2016 and 2017 release files to reflect three year rearrest rates;
 2. Created 2018 and 2019 release files for three year rearrest rate;
 3. Created 2020 release file for two year rearrest rate;
 4. Created 2021 release file for one year rearrest rate; and,
 5. Discussed formatting updates for the Tableau Dashboard with El Paso County
 - c. Participate in a concept meeting via phone or video conference with El Paso County regarding the updated content and format of the current Tableau report and the concept for the 2022 phase. Develop reasonable content and formatting updates for this report within the scope of what already exists.
 - d. A minimum requirement is that all datapoints provided in the prior reports will be updated in Tableau. Provide updates to the Tableau Data Reports to include one-year recidivism on 2022 jail releases; a one and two-year recidivism analysis on 2021 jail releases; a one, two and three-year recidivism analysis on 2016 -2020 jail releases. This will include updating all of the other existing data points as well.
 - e. Test data received from the COUNTY and certify results with COUNTY that data is ready for research and will be matched with Texas of Department of Public Safety (DPS) records to begin the development of recidivism measures for the Tableau data page.
 - f. Provide analysis and commentary regarding the impacts of the COVID-19 pandemic on jail bed use, re-bookings, and recidivism.
 - g. PROVIDER will provide commentary and any quantifiable data points regarding how changes in judicial and justice system practices during the pandemic may have impacted case processing and jail time.

TERM

This Agreement begins upon execution by both Parties and concludes upon the agreed timeline(s) for satisfactory completion of all study services and deliverables as indicated in the Deliverable Schedule provided below. The Agreement should be completed, unless extended, no later than December 1, 2024.

STANDARD AND PAYMENT

- a. PROVIDER will perform in a good and workmanlike manner and at a standard equal to or better than the standard for professionals in PROVIDER's area of work or expertise. PROVIDER shall invoice COUNTY the appropriate sum upon the timely delivery of each milestone on the Deliverable Schedule below. After receipt of invoice for satisfactory services from PROVIDER, COUNTY agrees to make payment within thirty (30) days of receipt of invoice.
- b. The Parties agree any services or tasks beyond those listed under the Scope of Services provisions above shall be submitted through a separate task order whereby specific additional tasks and compensation are described (any such additional services or tasks must be relevant to the Agreement). Work shall not commence and payment will not be due on any such service or task

unless there is a Task Order form signed by the Parties. The Task Order form shall include, but not be limited to, a description of the specific service/task, the total compensation due from the County for the requested service/task, the milestones/dates by which such service/task will be completed and the payment due for satisfactory completion of such service/task.

- c. PROVIDER understands it will be responsible for any other costs and expenses incurred by PROVIDER in performing the services under this Agreement. Under no circumstance shall the County pay more than FORTY-SEVEN THOUSAND AND 500 DOLLARS (\$47,500) in total for all services/tasks performed during the term of this Agreement. All payments made by the County pursuant to this Agreement are made from current revenues available to the County.

Deliverable Schedule for COUNTY by PROVIDER

Deliverables & Milestones	Payment	Timeline
1. Research ready recidivism datasets	\$7,500	6 weeks from DPS data delivery
2. Tableau recidivism dashboard draft	\$12,000	12 weeks from DPS data delivery
3. Rebooking dashboard draft	\$8,000	12/22/2023
4. Draft PPT(s) on booking/release trends 2019-2022	\$10,000	12/22/2023
5. Draft PPT rebooking trends 2012-2021	\$2,500	12/22/2023
6. Draft PPT on recidivism trends 2012-2022	\$2,500	18 weeks from DPS data delivery
7. Update all PPT drafts from El Paso feedback	\$2,500	20 weeks from DPS data delivery
8. Deliver PPTs to Justice Leadership Coordinating Council	\$2,500	20 weeks from DPS data delivery
Total	\$47,500	El Paso Co Jail Only – Completed by end of CY 2023 Recidivism work - 20 weeks from DPS data delivery

All Deliverable to be completed no later than December 1, 2024 (Funding source is ARPA). Deliverables to be paid incrementally upon completion.

CONFIDENTIALITY/COMPLIANCE

PROVIDER shall maintain the security and privacy of all the County facilities, systems and/or data involved in this project/study and further agrees to use appropriate safeguards, protocols and security measures to prevent compromise or misuse of these facilities, systems and data. PROVIDER agrees any deliverables and work product resulting from this project/study belong to the County. PROVIDER, its employees, and agents shall comply with all applicable laws, rules, and regulations in their performance under this Agreement.

INDEPENDENT CONTRACTOR

Neither COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of COUNTY. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

INDEMNITY

PROVIDER SHALL HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY INJURY, DEATH, DAMAGE, CLAIM, ACTION, PROCEEDING, LIABILITY, LOSS, COST, FINE, PENALTY AND EXPENSE OF ANY

KIND WHATSOEVER, ARISING FROM OR IN CONNECTION WITH SERVICES OR PERFORMANCE UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT CAUSED BY AND ATTRIBUTABLE TO BREACH, NEGLIGENCE, ERROR/OMISSION, AND/OR WILLFUL ACT BY PROVIDER, ITS EMPLOYEES, CONTRACTORS, AND/OR AGENTS.

ASSIGNMENT

Neither Party may assign, in whole nor in part, any interest they may have in this Agreement without the prior written consent of the other Party.

THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign or governmental immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

AUDIT AND RECORDS

PROVIDER shall be subject to audit by the COUNTY during the term of this Agreement. PROVIDER shall retain records for a period of time, even after termination of this Agreement, that complies with applicable law, appropriately accommodates County's ability to audit, and allows final resolution of any pending event such as records request, audit, claim, or litigation.

ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the Parties and supersedes all prior representations. This Agreement may not be amended orally and must be amended by written document duly executed by the Parties. This Agreement shall be governed by the laws of the State of Texas, its conflicts of law or choice of law principles notwithstanding. Venue for any dispute or action under this Agreement shall be in El Paso County, Texas.

TERMINATION

This Agreement may be terminated by either party by written notice to the other party at least thirty (30) days prior to the date of termination.

NOTICE

Any notice or other writing required by this Agreement, shall be deemed given when personally delivered, emailed, or by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:

500 E. San Antonio, Suite, 301
El Paso, Texas 79901
Attn: Joel Bishop
Email: jbishop@epcounty.com

PROVIDER:

Rapid Aggregation, LLC
5305 Chesterfield Avenue
Austin, Texas 78751
Attn: Jessy Tyler

Email: JTYLER@rapidatx.com

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective upon the execution by both Parties.

COUNTY:

By: _____
Ricardo A. Samaniego, County Judge

Date: _____

Approved as to Content:

By: _____
Joel Bishop, Executive Director of
Justice and Community Services

Date: _____

PROVIDER:

By: _____
Jessy Tyler, Principal

Date: _____