

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Sheriff to execute a contract for services with the Family Court Division of the 16th Circuit Court of Missouri to provide deputies to assist with the Family Court's Connections supervised visitation program.

RESOLUTION NO. 21529, February 19, 2024

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Jackson County Family Court Division's Connections program is a collaborative effort between the Family Court Division and local law enforcement agencies in which officers facilitate visitation between children and non-custodial parties, as well as the safe exchange of children between parents or custodians for overnight visits; and,

WHEREAS, the Sheriff's Office has partnered with the Family Court Division on the Connections program since 2018; and,

WHEREAS, by Resolution 21304, adopted in 2023, a contract was executed for the period of January 1, 2023, to December 31, 2023; and,

WHEREAS, a new contract, with no material changes, is requested for the period of January 1, 2024, to December 31, 2024; and,

WHEREAS, the deputies of the Sheriff's Office will continue to be paid for their Connections program hours on the regular County payroll; and,

WHEREAS, the Sheriff recommends the execution of the attached Agreement with the Family Court Division for the Connections program; and,

WHEREAS, execution of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Sheriff be, and hereby is, authorized to execute the attached Agreement with the Family Court Division of the Circuit Court for the Connections Program.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Feb 15, 2024 10:58 CST)
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21529 of February 19, 2024, was duly passed on February 26, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 2

2.26.2024
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

**FAMILY COURT DIVISION
16TH JUDICIAL CIRCUIT OF MISSOURI
CONTRACT FOR SERVICES**

This contract is made and entered into by and between the Family Court Division of the 16th Judicial Circuit of Missouri (hereinafter referred to as the "Court"), and the Jackson County Sheriff's Department (hereinafter referred to as "Contractor"), For consideration as stated below, the parties agree as follows:

1. Definitions

None

2. Term of Agreement

This agreement shall be in effect from a projected date of January 1, 2024 through December 31, 2024, subject to the provisions of this agreement relating to termination of this agreement, as set forth below.

3. Services Rendered

Contractor agrees to provide the following services under this contract:

- a. Act as a deterrent by their mere presence (Sheriff's Uniform); ensure the safety and wellbeing of all participants and staff in the Court's Connections Supervised Visitation Program;
- b. Intervene (up to and including arrest) when any person(s) becomes violent, is clearly intoxicated and/or poses a threat to the safety and wellbeing of staff and other occupants of Family Court Resource Services;
- c. Escort parents out of the building if needed when/if a visit is canceled as a result of a rule violation and a parent responds to same erratically;
- d. Record intake information into database (Secure Cases) for parents who are exchanging children for overnight visits;
- e. Escort parents who are victims of domestic violence to their vehicle at the end of visitation services upon request;
- f. Generally provide surveillance as needed within the suite occupied by Family Court Resource Services and within the immediate perimeter of the building at 103 N Main, Independence, MO during program operation;
- g. When needed, escort non-custodial parents and their children to appropriate visit/waiting areas;

- h. At the end of programming operations, ensure facility is secured and staff are safely escorted out of the building to their vehicles (located directly behind the building).

4. Payment

The Court agrees to reimburse the Contractor for the period January 1, 2024 through December 31, 2024, not to exceed the amount of \$44,992.00 (forty-four thousand nine hundred ninety-two dollars). This amount includes the use of one (1) deputy at an hourly rate not to exceed forty dollars and zero cents (\$40.00), payable at a four-hour minimum for the following schedule:

Mondays through Thursdays, 4:30 p.m. through 8:30 p.m.
Saturdays, 09:30 a.m. through 2:15 p.m.
Sundays, 3:30 p.m. through 7:30 p.m.

The Court agrees to a minimum of twenty-four (24) hours per week.

Payment for services shall exclude all Jackson County Circuit Court approved holidays and other court closures, two days for Santa-Cali-Gon Days Festival held in Independence, MO on the Independence Square, inclement weather closures, and any other days in which Connections notifies the Jackson County Sheriffs Department of a closure for any other reason.

Payment for contractual obligations of the Court is contingent upon funds being appropriated, budgeted or otherwise made available, and the provisions of this agreement will become effective only when the funds appropriated for the purpose of compensating Contractor become available to the Court for disbursement.

5. Invoice

The Contractor agrees to submit an invoice on a monthly basis, no later than fifteen (15) days following the time for which services are being charged in the invoice.

The invoice shall state with specificity the number of units performed, the cost of each unit, and the total amount of reimbursement due for the period of time in which services are being charged.

Invoices shall be sent to the attention of: Accounts Payable
Family Court Division 625 E. 26th St.
Kansas City, MO 64108

Invoices may be submitted by email to: accountspayable@courts.mo.gov

Payment shall be sent to: Overtime Accounts
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, Missouri 64064
VIA Inter-department Billings

6. Termination

- a. This agreement may be terminated at any time, upon the mutual agreement of the parties.
- b. Either party may cancel this agreement by giving' written notice to the other party at least sixty (60) days in advance of a specified date of termination.
- c. Termination of this agreement may occur in the event funds from local, state, or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party hereunder shall be terminated immediately upon receipt of written notice.
- d. The Court may terminate this contract at any time for good cause at the Court's discretion.

7. Confidentiality Clause

All information that the Contractor may acquire from the Court, in conjunction with the Contractor's services, is confidential and is not to be transferred or disclosed to any other without the specific, written consent of the Court. Further, confidential information provided by the Contractor to Court personnel concerning youth or individuals and situations connected with the youth is not to be transferred or disclosed to unauthorized individuals without consent of the Contractor.

8. Other Provisions

- a. Any notification under this agreement shall be made to:

On behalf of the Court:	Theresa Byrd Deputy Court Administrator/Family Court 625 E. 26th St. Kansas City, MO 6401
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On behalf of the Contractor:	Darryl Forte Jackson County Sheriff 4001 NE Lakewood Court Lee's Summit, MO 64064
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Any written notice shall be sent by certified mail, first class, postage paid, and the notice shall be effective upon deposit with the U.S. Postal Service.

- b. This agreement does not establish a master/servant or employer/employee relationship. It is intended between the parties that the Contractor is an independent contractor. Further it is understood as follows:
 - 1. The methods to be employed by the Contractor will be decided upon by the Contractor and not by the Court. The Court will not have any control over the Contractor, except to perform according to this agreement.
 - 2. The Contractor will pay any amounts due as a result of the Federal Insurance Contribution Act (FICA), the Federal Unemployment Act (FUTA), applicable federal, state, and local income tax liabilities, and all workers' compensation laws, and will furnish proof of the payment in a reasonable form as requested by the Court.
 - 3. The Court does not have mandatory rules of conduct for the Contractor.
 - 4. The Contractor will not be treated as an employee with respect to the services performed under this agreement for federal, state, or local income tax purposes.
 - 5. For reporting purposes, the Contractor's taxpayer identification number is: On File
- c. All documents, keys, manuals, and property belonging to the Court, and used by the Contractor, shall be returned to the Court on demand and in no event later than the last day of the term of this agreement. All information obtained by the Contractor from other sources used in providing services under this contract, is the exclusive property of the Court, and shall be returned to the Court as provided above.
- d. As an independent contractor, the Contractor assumes full responsibility and liability for any damages, claims, losses, costs, actions, and causes of action, whether or not now known or contemplated, including reasonable attorney fees, court costs, investigation costs, and other litigation expenses arising out of the acts, omissions or errors of the Contractor, its employees, agents, independent contractors and/or staff assigned to the Court pursuant to this contract. This provision of this agreement is intended solely for the benefit of the parties to this contract.
- e. As a Missouri state government agency, the Court does not maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the Court relies on the State Legal Expense Fund set forth in § 105.711 RSMo, as administered by the Office of the Attorney General of the State of Missouri. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors in the

performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the State of Missouri, and/or the 16th Judicial Circuit of Missouri.

- f. The parties agree that this contract shall be construed in accordance with the laws of the State of Missouri without regard to Missouri's choice of law rules and that Missouri shall be the forum state for all legal proceedings arising out of this agreement.
- g. If any clause or provision in this agreement shall be adjudged invalid or unenforceable, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
- h. Waiver by either party of any term, covenant, or condition in this agreement shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this agreement can be waived except by written consent and forbearance or indulgence in any regard shall not constitute a waiver whatsoever.
- i. By signing this agreement, Contractor certifies that all employees of Contractor are legally eligible to work within the United States. Contractor shall provide proof of legal eligibility upon request by the Family Court.
- j. No portion of the work performed under this contract shall be assigned or subcontracted in any manner without the express written consent of the Court.
- k. This agreement—and the terms and conditions of any purchase order issued by the Court—contain the entire agreement between the parties to this contract with respect to the matters covered herein, and supersede all proposals and other communication of the parties to this contract. No other agreements, representations, or warranties—oral or written—have been made or are being made by, or on behalf of, the parties to this agreement.

IN WITNESS WHEREOF, the parties execute this agreement.

Family Court Division, 16th Judicial Circuit of Missouri
625 E. 26th Street
Kansas City, Missouri 64108


Theresa Byrd
Deputy Court Administrator/Family Court

01-07-2024

Date

and

Darryl Forte
Jackson County Sheriff

Date

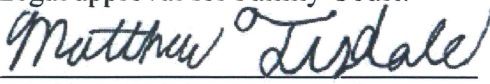
Budget approval for Family Court:


Anthony Kelley
Director of Finance and Budget

1-10-2024

Date

Legal approval for Family Court:


Matthew Tisdale
Assistant Legal Counsel, 16th Judicial Circuit Court

1/10/2024

Date