

**FAMILY COURT DIVISION
16TH JUDICIAL CIRCUIT OF MISSOURI
TENTH AMENDED 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 January 1, 2013 through December 31, 2013, subject to the provisions of this agreement relating to termination of this agreement, as set forth below.

3. Services Rendered

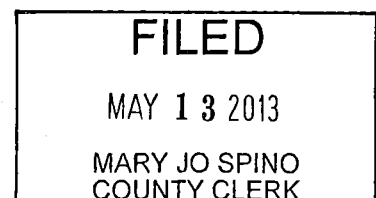
One (1) team, consisting of one (1) Family Court Services Juvenile Probation Officer and one (1) uniformed Deputy Sheriff, using the Sheriff's Department's marked vehicle, will make late night supervision and surveillance checks on high risk juvenile probationers; and as time permits, patrol areas where youth congregate, to look for youth on probation and provide proactive involvement with youth who may be at risk of violence (See attachment "A" for program objectives under the "Night Light Program", incorporated herein by reference).

4. Payment

The Court agrees to reimburse the Contractor for a total amount due for the contract period January 1, 2013 through December 31, 2013, not to exceed the amount of \$50,000.00 (fifty thousand dollars and zero cents). This amount includes the use of up to 2 deputies per rideout reimbursed for 4 hour rideouts at up to 344 rideouts for the contract period, to be determined at the Court's discretion. Hourly off-duty deputy pay shall not exceed \$33.00/hour. The Court and the Sheriff's Department agree that there will be no reimbursement for the Sheriff's Department's vehicles used to transport each team during the Night Light Program's activities.

5. Invoice

The Contractor agrees to submit an invoice on a monthly basis, no later than fifteen 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:

Thomas Lebrian Johnson
Night Light Program Manager
2729 Gillham Road
Kansas City, Missouri 64108

Payment shall be sent to:

Overtime Accounts
Jackson County Sheriff's Office
3310 NE Rennau Drive
Lee's Summit, Missouri 64064
VIA Interdepartment Billings

6. Termination

- a. Either party may cancel this agreement by giving written notice to the other party at least thirty (30) days in advance of a specified date of termination.
- b. 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.

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.

8. Other Provisions

- a. Payment for contractual obligations of the Court is contingent upon funds being appropriated, budgeted or otherwise made available by COMBAT, 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.
- b. Any notification under this agreement shall be made to:

On behalf of the Court:

Mary A. Marquez
Deputy Court Administrator/Family Court
625 E. 26th Street
Kansas City, Missouri 64108

On behalf of the Contractor:

Mike Sharp

Jackson County Sheriff
3310 NE Rennau Drive
Lee's Summit, Missouri 64064

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.

- c. 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 or in lieu thereof, the Contractor's social security number is 44-6000524.
- d. All documents, 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 this 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.
- e. 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 and investigation costs, 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. Nothing in this contract 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.

The Contractor hereby releases and agrees to hold harmless and to indemnify the 16th Judicial Circuit of Missouri, Jackson County, Missouri, the State of Missouri, and their

Budget approval for Family Court:

O.R. Fairchild, Jr.
O.R. Fairchild, Jr.
Budget and Fiscal Operations Officer/
Family Court

Date: 04/04/13

Approved as to form for Jackson County:

W. Stephen Nixon
W. Stephen Nixon
County Counselor, Jackson County

Date: _____

Legal approval for Family Court:

Diane Olmsted
Diane Olmsted
Assistant Legal Counsel/Family Court
16th Judicial Circuit of Missouri

Date: 4/4/13

Recommended:

By: Mike Sharp
Sheriff Mike Sharp
Jackson County Sheriff

JACKSON COUNTY, MO

By: Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST BY:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

EXHIBIT A

Night Light Program Description

The Night Light Program (NLP) is a collaborative effort between the Jackson County Family Court and local law enforcement agencies, and is designed to address serious and potentially violent juvenile offenders who are either under pre-adjudication supervision, on probation, or re-entering the community from residential placements. The Night Light Program serves primarily as a probation/re-entry service provider of supervision and coordinated services, and is utilized as a graduate sanction to assist primary Juvenile Probation Officers in maintaining or stabilizing youth in the community.

The goals of the Night Light Program are to hold youth accountable for their actions, reduce delinquent behavior, and encourage sound social decision-making behavior. Each NLP Juvenile Probation Officer teams with at least one uniformed Deputy Sheriff two nights per week. Monday through Thursday these teams are in the community from 9:00 pm until 1:00 am. On Friday and Saturday these teams are in the community from 10:00pm until 1:00am. During these timeframes the teams make home visits to pre and post adjudicated youth under supervision of the Court who have been assessed to be failure to appear to next court hearing, high risk to re-offend or have their probation revoked. The Night Light Program also provides ancillary support to our residential programs by making curfew checks to youth on weekend home passes.

During the residence visit, the NLP Juvenile Probation Officer determines whether or not the youth is complying with the terms of their supervision.