

**FAMILY COURT DIVISION
16TH JUDICIAL CIRCUIT OF MISSOURI
ELEVENTH 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, 2014 through December 31, 2014, subject to the provisions of this agreement relating to termination of this agreement, as set forth below.

3. Services Rendered

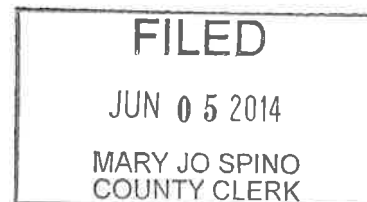
One (1) team, consisting of one (1) Family Court Services Juvenile Probation Officer and one (1) uniformed Deputy Sheriff, using the Sheriff's Department's marked vehicle, will make late night supervision and surveillance checks on high risk juvenile probationers; and as time permits, patrol areas where 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, 2014 through December 31, 2014, not to exceed the amount of \$40,000.00 (forty 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:

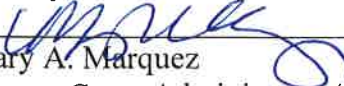
Mike Sharp

respective employees, agents and/or representatives from any and all liability, actions, causes of action, claims, demands, and damages, whether or not now known or contemplated, arising out of the acts, omissions or errors of the Contractor, its officers, employees, agents, independent contractors and/or staff assigned to the Court pursuant to this contract. Such indemnification shall include, but is not limited to, all reasonable costs of defending any such claims, including reasonable attorney fees, court costs and other associated costs of defending any such claims which may be brought against the Court, the 16th Judicial Circuit of Missouri, Jackson County, Missouri, the State of Missouri, and their respective employees, agents, and/or representatives.

- 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 whatsoever shall not constitute a waiver.
- i. Contractor certifies, by signing this agreement, 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.

This agreement, and the terms and conditions of the Court's purchase order, 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.

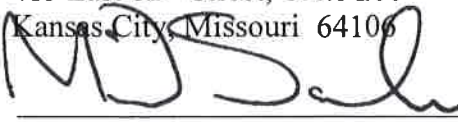
IN WITNESS WHEREOF, the parties execute this agreement.

Family Court Division
16th Judicial Circuit of Missouri
625 E. 26th Street
Kansas City, Missouri 64108
By: 
Mary A. Marquez
Deputy Court Administrator/
Family Court

Date

9-8-2014

Jackson County Executive's Office
415 East 12th Street, Suite 200
Kansas City, Missouri 64106


Michael D. Sanders
Jackson County Executive

Date

6-5-14

Budget approval for Family Court:

O.R. Fairchild Jr.

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

Date: 04/08/14

Approved as to form for Jackson County:

W. Stephen Nixon

W. Stephen Nixon
County Counselor, Jackson County

Date: 6/3/14

Legal approval for Family Court:

Diane Olmsted

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

Date: 4/8/14

ATTEST BY:

Mary Jo Spino

Mary Jo Spino
Clerk of the County Legislature

Recommended:

Mike Sharp

By: Sheriff Mike Sharp
Jackson County Sheriff

Date: 5/28/14

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.