

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with the Family Court Division of the Circuit Court for the Sheriff's Office to provide deputies to assist with the Family Court's Night Light Program.

RESOLUTION NO. 20006, October 8, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Jackson County Family Court Division's Night Light Program is a collaborative effort between the Family Court and local law enforcement agencies in which a juvenile probation officer and a uniformed deputy sheriff will make evening and late night supervision and surveillance checks on high-risk juvenile probationers; and,

WHEREAS, the purpose of the program is to hold potentially violent youth offenders accountable for their actions, reduce delinquent behavior, encourage sound social decision-making behavior, and reduce illegal substance abuse; and,

WHEREAS, in exchange for the services provided by the Sheriff's Office for this program, the Family Court Division will reimburse the Sheriff's Office at the hourly off-duty rate of \$33.00 per hour, up to \$70,000.00 for 2018, payable through an inter-departmental billing; and,

WHEREAS, the Sheriff recommends the execution of the attached Agreement with the Family Court Division for the Night Light 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 County Executive be, and hereby is, authorized to execute the attached Agreement with the Family Court Division of the Circuit Court for the Night Light Program.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20006 of October 8, 2018, was duly passed on October 15, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8


Nays 0

Abstaining 0

Absent 0

Excused 1

10-15-18
Date


Mary Jo Spino, Clerk of Legislature

**FAMILY COURT DIVISION
16TH JUDICIAL CIRCUIT OF MISSOURI
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, 2018 through December 31, 2018, subject to the provisions of this agreement relating to termination of this agreement, as set forth below.

3. Services Rendered

- a. One (1) team, consisting of one (1) Family Court Services Juvenile Probation Officer and one or two (1 or 2) 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).
- b. In order to facilitate the safety of program participants, but not for the purpose of monitoring or keeping track of youth or their families outside of the Night Light Program, Court personnel will provide the Contractor with a monthly list of the youth that are involved in the Night Lite Program so the Contractor may perform appropriate law-enforcement checks and analysis prior to team checks on youth. Court personal will provide the list within the first five (5) days of each month and will attempt to provide all of the following information:
 - a. Name and date-of-birth of the youth;
 - b. Name of the youth's parents or guardians and date of birth for individuals if names are common; and
 - c. Address of location for youth check.

As the number of youth on the list may change during each month, Court personnel will provide updates to the Contractor of such additions or subtractions. Contractor is not permitted to store the list of youth provided under this section, or any portion thereof, on Contractor's electronic systems or databases.

4. Payment

The Court agrees to reimburse the Contractor for a total amount due for the contract period January 1, 2018 through December 31, 2018, not to exceed the amount of \$70,000.00 (seventy thousand dollars and zero cents). This amount includes the use of one or two (1 or 2) deputies per ride out reimbursed for 4 hour ride outs at up to 344 ride outs 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 a reimbursement of \$250.00 per month for the Sheriff's Department's vehicles used to transport each team during the Night Light Program's activities. The \$250.00 per month vehicle reimbursement shall be included in the total amount due for the contract period of \$70,000.00.

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:

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 Lakewood Court
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.

- c. 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. 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: Theresa Byrd
Deputy Court Administrator/Family Court
625 E. 26th Street
Kansas City, Missouri 64108

On behalf of the Contractor: Darryl Forte
Jackson County Sheriff
4001 Lakewood Court
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 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. 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.

- 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.

(SIGNATURES ON FOLLOWING PAGE)

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.