

**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

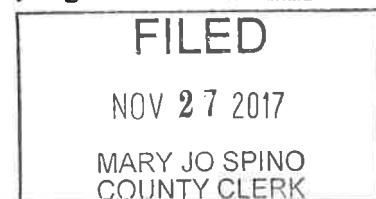
This agreement shall be in effect from a projected date of November 15, 2017 through December 31, 2018, subject to the provisions of this agreement relating to termination of this agreement, as set forth below. The projected start date is contingent on a combination of factors including, but not limited to, the availability of resources at the new office space.

3. Services Rendered

- 1.) 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;
- 2.) 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;
- 3.) 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;
- 4.) Record intake information into database (Secure Cases) for parents who are exchanging children for overnight visits;
- 5.) Escort parents who are victims of domestic violence to their vehicle at the end of visitation services upon request;
- 6.) 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;
- 7) When needed, escort non-custodial parents and their children to appropriate visit/waiting areas;
- 8.) 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, 2018 through December 31, 2018, not to exceed the amount of \$ 38,000.00 (thirty-eight thousand dollars



and zero cents). This amount includes the use of one (1) deputy at an hourly rate not to exceed thirty-three dollars (\$33.00) for the following schedule:

Mondays through Fridays, 5:00 p.m. through 8:00 p.m. (three continuous hours each day)
Saturdays, 10:00 a.m. through 2:00 p.m. (four continuous hours)
Sundays, 4:00 p.m. through 7:00 p.m. (three continuous hours)

The Court agrees to a minimum of twenty-two (22) hours per week.

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 NE Lakewood Ct
Lees Summit, MO 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. 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: 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.

- 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 or in lieu thereof, the Contractor's social security number is 44-6000524.
- c. 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.

- 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 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.

- e. 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.
- f. 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.
- g. 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.
- h. 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.

- i. 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.

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: *Theresa Byrd*
Theresa Byrd

Deputy Court Administrator/

October 30, 2017 Family Court
Date

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

Frank White, Jr.
Frank White, Jr.
Jackson County Executive

11-17-17
Date

Budget approval for Family Court:

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

Date: *11/21/17*

Approved as to form for Jackson County:

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

Date: *11-17-17*

Legal approval for Family Court:

Diane Olmsted *11/21/17*
Diane Olmsted
Assistant Legal Counsel/Family Court
16th Judicial Circuit of Missouri

Date: *11/21/17*

ATTEST BY:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

Recommended:

By: *Mike Sharp*
Sheriff Mike Sharp
Jackson County Sheriff

Date: *11-17-17*

- i. 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.

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: Yusef K. P. 2nd

Theresa Byrd

Deputy Court Administrator/

Family Court

October 30, 2017 Family Court

Date _____

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

Frank White, Jr.

Jackson County Executive

Date _____

Budget approval for Family Court:

D.R. Fildes

O.R. Fairchild, Jr.

Budget and Fiscal Operations Officer/

Family Court

Date: 10/30/17

Approved as to form for Jackson County:

W. Stephen Nixon

County Counselor, Jackson County

Date: _____

Legal approval for Family Court:

[Signature]

Diane Olmsted

Assistant Legal Counsel/Family Court

16th Judicial Circuit of Missouri

Date: 10/30/17

ATTEST BY:

Mary Jo Spino

Clerk of the County Legislature

Recommended:

By: _____

Sheriff Mike Sharp

Jackson County Sheriff

Date: _____