



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5100)

Meeting: 08/26/19 08:25 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Madi Hires

Initiator: Madi Hires

Sponsors:

DOC ID: 5100

Meeting Attachments

ATTACHMENTS:

- Juvenile - MOU Agreement (PDF)
- BID - Stainless Shower Liners - Gilbert Industries (PDF)
- BID - Stainless Shower Liners - Austin Metal Crafters (PDF)
- BID - Stainless Shower Liners - Hambey Construction (PDF)
- Circuit Building Holding Cells - JCI Emergency Release (PDF)
- 082619 Juvenile MOU Agreement (Fully Executed) (PDF)

JUVENILE OFFICER AGREEMENT

This Agreement is made on the date of full execution, as shown by signatures below, between the SCHOOL DISTRICT OF OZARK (hereinafter "School District"), and the CHRISTIAN COUNTY JUVENILE OFFICE (hereinafter "Juvenile Office") as follows:

W I T N E S S E T H:

WHEREAS, the Juvenile Office agrees to provide the School District with a School Juvenile Officer in the School District; and

WHEREAS, the School District and the Juvenile Office desire to set forth in this Juvenile Officer Agreement the specific terms and conditions of the services to be performed and provided by the Juvenile Officer in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the JO Program.

- A. The cost of the JO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Employment of Juvenile Officers.

- A. The JO shall be the employee of the Juvenile Office and shall be subject to the administration, supervision and control of the Juvenile Office.
- B. The JO shall be subject to all personnel policies and practices of the Juvenile Office except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Juvenile Office, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the JO.
- D. A joint committee composed of representatives of the Juvenile Office and the School District shall make recommendations for the JO position to the Chief Juvenile Officer who shall assign such officers. If a principal is dissatisfied with a JO who has been assigned to that principal's school, then that principal may request a meeting with the Superintendent (or designee) and the Chief Juvenile Officer.
- E. One JO shall be assigned to the School District.

3. **Duty Hours.**

- A. JO duty hours shall be determined by agreement between the Juvenile Office and the School District.
- B. It is understood and agreed that time spent by the JO attending municipal court, juvenile court, state court, diversion court and any activities related to diversion court arising directly from and/or out of their employment as a JO assigned to the School District shall be considered as hours worked under this Agreement. Under no circumstances shall the School District be responsible for overtime that has not been approved in advance, in writing, by the Superintendent of Schools.
- C. In the event of an emergency, if the JO is ordered by the Juvenile Office to leave the school during normal duty hours as described above and to perform other services for the Juvenile Office not related to the diversion court program, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the School District to the Juvenile Office shall be reduced by the number of hours of JO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.
- D. In the event a JO is absent from work, the JO shall notify his or her supervisor in the Juvenile Office and the principal of the school to which the JO is assigned. The Juvenile Office will assign another JO qualified officer, if available, to substitute for the JO who is absent beginning with the sixth consecutive day of absence. The JO shall schedule absences to cause the least disruption reasonably possible to the work and learning environment.

4. **Term of Agreement.**

The initial term of this Agreement is for one year commencing on the ____ day of _____, 2019, and ending on the ____ day of _____, 2020. Following the initial term, this agreement shall be automatically renewed for successive one year periods unless either party gives thirty (30) days' notice prior to the expiration of any such one year term that such Agreement will not be renewed. This notice will be made in writing and provided to all parties.

Notwithstanding the Term of this Agreement, either party may terminate the Agreement, with or without cause, upon 30 days' written notice to the other party.

5. **Duties of Juvenile Officer.**

Basic Function and Responsibility: The primary duty of the JO will be service as the Diversion Court Case Manager. As Diversion Court Case Manager, the JO will provide all services necessary to ensure the success of each participant in the program. The JO will participate in meetings with Diversion Court participants and

families, attend all staffing and court sessions, monitor each participant's success in the program, supervise after-school structured work sessions, meet with the participants, their families and teachers as necessary to assist the participant in completing the program, and continue to monitor the academic success of each person after graduation from Diversion Court.

This position will require case management services to assigned juveniles. These juveniles require more attention than an intake officer can provide, but are not at a level needed for formal probation services. While work assignments may vary, tasks will generally involve interaction with assigned youth, their family, schools and other service providers. The Diversion Court Case Manager must have a mature level of social work ability, possess strong communication skills, approach issues therapeutically, problem solve, and work independently. While the position will be supervised, this individual will have a high level of discretion so the employee will be expected to exercise good judgment in the performance of his/her duties. People in this position should be able to work as a contributing member of the Diversion Court team.

Work is performed under the direct supervision of the Chief Juvenile Officer. The employee is expected to perform functions with minimal supervision. Work will involve coordination of activities of the court, other agencies, and organizations as they relate to the Diversion Court.

Specific duties will include, but not be limited to the following:

- A. Manage and coordinate the Diversion Court file, court automation and case processing.
- B. Monitor, coordinate, and evaluate the effectiveness of the Diversion Court programs through process and outcome studies to determine requirements for program modification and personnel training.
- C. Plan and implement strategies to encourage collaboration and partnership with federal, state, and local agencies and organizations to further the general understanding and acceptance of diversion courts.
- D. Assist the chief juvenile officer in preparing and/or maintaining all documents relating to Diversion Court.
- E. Build and maintain strong professional relationship with school personnel.
- F. Assist in identifying and resolving needs of the juvenile and family.
- G. Spend time and build therapeutic constructive relationships with the juvenile by providing structure and guidance.

- H. Assist the juvenile to complete school work, community service, and life goals, while maintaining one hundred percent attendance.
- I. Attend all steps of the Diversion Court process including orientation meetings, staffings, court sessions, after-school structure work sessions, and any other event as directed by the Diversion Court Judge or Chief Juvenile Officer.
- J. Follow the directions of the Diversion Court Judge.
- K. May serve on workgroups or committees at the state or local level.
- L. Perform related work as required.
- M. The JO may wear department authorized duty weapons in accordance with department policy.
- N. Comply with all non-discrimination requirements, as they apply to School Districts, and their directors, officers, administrators, employees, volunteers, and agents, under state and federal law.

Knowledge, Skills, and Abilities: (This job description does not include specific physical requirements necessary to perform the job. Such requirements vary from position to position and may be determined by the appointing authority.)

- A. Thorough knowledge of court procedures, legal documents, statutes and legal factors pertaining to the court system and diversion courts.
- B. Thorough knowledge of the organization, functions, responsibilities and procedures of the court system.
- C. Considerable knowledge of the modern principles and practices of public and judicial administration.
- D. Considerable knowledge of all policies and procedures of the juvenile division and training requirements for this position.
- E. Considerable knowledge of available community resources and programming.
- F. Considerable knowledge of cognitive behavior concepts and their application.
- G. Considerable knowledge of diversion courts, chemical addiction, substance abuse diversion, mental health disorders/diversion and principles associated with the operation of a diversion court.

- H. Strong ability to establish and maintain effective working relationships with judges, court officials, attorneys, diversion/service providers, school personnel, juvenile office, law enforcement and the general public.
- I. Ability to coordinate activities of multiple programs simultaneously.
- J. Ability to organize, direct and coordinate team meetings, training sessions and public forums in an effective manner.
- K. Ability to communicate ideas clearly and concisely, both orally and in writing.
- L. Ability to make oral presentations to school personnel, justice system employees and the general public.
- M. Ability to respond appropriately to staff/youth cultural, ethnic and gender differences.
- N. Ability to respond to staff/youth's mental or physical disabilities.
- O. Ability to respond appropriately to families and youth in time of crisis.
- P. Ability to maintain a high level of confidentiality.

6. Chain of Command.

- A. As an employee of the Juvenile Office, the JO will be subject to the chain of command of the Juvenile Office.
- B. In the performance of the JO's duties, the JO shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.
- C. The JO will also follow the directions of the Diversion Court Judge as they relate to Diversion Court.

7. Transporting Students

The JO shall transport Diversion Court participants in JO vehicles as necessary.

8. Access to Education Records.

- A. School officials shall allow the JO to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the JO that information which is needed to

respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

- C. If confidential student record information is needed by a JO, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year last written below.

OZARK R-VI SCHOOL DISTRICT

By: _____ Date _____
President, Board of Education

Secretary, Board of Education Date _____

CHRISTIAN COUNTY JUVENILE OFFICE

By: _____ Date _____
Chief Juvenile Officer

EXHIBIT A

The SCHOOL DISTRICT OF OZARK (hereinafter "School District"), and the CHRISTIAN COUNTY JUVENILE OFFICE (hereinafter "Juvenile Office) agree that the JO employed by the Juvenile Office pursuant to this Agreement shall be compensated as follows:

1. The JO will be paid within the salary range for a JO II.
2. The cost of the JO will include salary, FICA, Medicare, Lagers, Worker's Compensation Insurance, State Unemployment Insurance, Health Insurance, and employment-related expenses.
3. Christian County will pay the JO on the same pay schedule as currently employed JOs.
4. The Juvenile Office will prepare an invoice to the School District on the first day of the month for the cost of employing the JO during the previous month. The first invoice will be generated on the first day of the month immediately after the month in which the JO is hired.
5. The School District will pay the invoice five days after the monthly School Board meeting in the month in which the invoice was generated.
6. Nothing in this Exhibit or the Agreement to which it is attached and incorporated by reference shall be deemed or construed as creating a relationship of principal and agent or of partnership or of joint venture between the parties. The JO shall not be considered a servant, agent, or employee of the School District, but rather an employee of Christian County, provided to the School District as a resource, the cost of which is reimbursed by the School District to the extent provided in this Exhibit. Accordingly, the JO is not covered by the School District's social security, Public Educational Employee Retirement System, workers' compensation or unemployment compensation.



Christian County Jail
 100 W. Church Room 100,
 Ozark, MO 65721
 Attn: Richard Teague,

Date: 8/26/2019

Quote #G11907117

Item 1: Line 12 showers with 10-gauge 304-304L stainless steel. Material will be polished on outside, floor will be lined with non-slip coating and shower curtain rods provided and installed. Job Estimated to take 18 days with 4 guys working 10-hour days.

Material price:	\$24,600.00
Non-slip coating	\$ 1,600.00
Field Install hours: 720 hours at \$85.00 hour =	\$61,200.00
Total Price:	\$87,400.00

Due to extreme market volatility in material pricing, Gilbert will be temporarily requiring final material pricing to reflect market value at time of procurement of material. Material price for this proposal reflects market value of proposal date. All other items (labor, equipment, etc...) included in this proposal are good for 30 days.

Our offer is based on providing all items presented in this proposal. Individual prices may require adjustment if only some items are selected.

Price does not include any taxes or bonds.

PAYMENT TERMS:

- 30% upon purchase order, net 10 days
- 35% upon receipt of major materials, net 30 days
- 35% completion, net 30 days.

FREIGHT: Included

With a current EMR of 0.73, we at Gilbert take pride in working at facilities our competition cannot. Gilbert employees are fully trained in both OSHA and MSHA. We are proud members of the following industry recognized quality and safety programs: ISNetworld, PICS, SMI Safety, Textura, CBI, SAM, The Houston Safety Council

FABRICATION SCHEDULE:

Expect on-site mobilization of field crews approximately 10-12 weeks after receipt of Purchase Order. Final schedule to be determined once Purchase Order has been received. Fabrication time on site, assuming use of one fabrication crew, will be approximately 4 weeks.

Customer to provide 480V, 3-Phase, 100 amp power within 100 Ft. of construction site.

Pricing is based upon utilizing Gilbert **non-union** employees working 60 hours per week.

Please see additional Terms and Conditions.

Thank you for your consideration,

Colten Jones

Regional Sales Manager

colten.jones@harsco.com

O: 417-581-1163

C: 417-844-3305

Colten Jones | 417-581-1163

(37) PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)
10-gauge 304-304L SS			\$24,600.00
Non-slip Coating			\$1,600.00
Field Install			\$61,200.00

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>Gilbert Industries</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Gilbert Industries</i>
Mailing Address <i>PO Box 680</i>	IRS Form 1099 Mailing Address <i>PO Box 680</i>
City, State, Zip Code <i>Sparta, MO, 65753</i>	City, State, Zip Code <i>Sparta, MO, 65753</i>

Contact Person <i>Colten Jones</i>	Email Address <i>ColtenJ@gilbertindustries.com</i>
Phone number <i>417-581-1163</i>	Fax number <i>417-581-9253</i>
Authorized Signature <i>Colten Jones</i>	Date <i>8-26-19</i>
Printed Name <i>Colten Jones</i>	Title <i>Regional Sales Manager</i>

List three (3) business references:

1st

Company Name

Representative Name

Vi-Jon St Louis MO 63114
Address City State Zip

314-592-1408
Business Phone Business Fax Cellular Phone

elemay@vijon.com
email address if available

2nd

Company Name

Representative Name

Horizon Systems Lawrence KS 66046
Address City State Zip

785-842-1299
Business Phone Business Fax Cellular Phone

dnutter@horizonsystemsinc.com
email address if available

3rd

Company Name

Representative Name

Columbia Crest Winery Prosser WA 99350
Address City State Zip

509-875-2061
Business Phone Business Fax Cellular Phone

Jeff.paeschke@ste-michelle.com
email address if available

PROPOSAL NO.	101
SHEET NO.	1
DATE	8-19-2019

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME Christian County Commission	ADDRESS CCSO 110 W Elm St #70
ADDRESS 100 W. Church Street. Room 100	Ozark Mo. 65721
Ozark Mo. 65721	DATE OF PLANS
PHONE NO. 417-582-4300	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of Lining Showers in Jail pods A thru D. Installing curtain rods where needed. All work will be done to code and finish will be smooth to prevent cuts or abrasion. will be ligature proof. Everything will be 100% sealed or welded. Showers will be lined top, bottom, and sides. Drains will be removed and replaced in the stainless sheeting, all joints will be welded and sealed. All sheeting will be put in with 3M 560 sealant and stainless fasteners

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of thirty three thousand nine hundred eighty three Dollars (\$ 33,983.00) with payments to be made as follows. \$16,991.50 at start of project
\$16,991.50 when finished

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Paul B D

Per

Austin Metal Crafters

Note — this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____

AUSTIN METAL CRAFTERS LLC.
1507 N. OSBURN LANE
Nixa, MO 65714

"FOR YOUR DESIGN, ENGINEERING, FABRICATION & INSTALLATION
OF ALL STAINLESS, ALUMINUM & CARBON METALS"

17 - 4x10	11 gauge	Stainless sheets	\$436.76 ea	= 7424.94
28 - 4x8	11 gauge	Stainless sheets	\$318.52 ea	= 8918.56
20 feet	1 1/2	stainless pipe		= 149.75
8 Boxes	Concrete	fasteners	\$34.13 pr bx	= 273.10
8 Cases	3M	560 sealant	\$277.20 pr cs	= 2217.60
				<hr/>
		material	\$	18,983.95

200 hours	labor	for Fabrication	\$15,000.00
Installation,	and	welding	
			<hr/>
			\$33,983.95

AUSTIN METAL CRAFTERS LLC.
1507 N. OSBURN LANE
NIXA, MO 65714

"FOR YOUR DESIGN, ENGINEERING, FABRICATION & INSTALLATION
OF ALL STAINLESS, ALUMINUM & CARBON METALS"

All seams will be welded 100%

Everything will be sealed with 3M

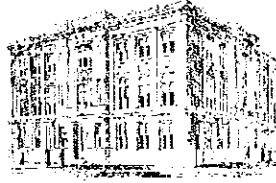
560 Caulking which is completely
water proof. Will have no rough
edges when finished.

Will take 7 business days to
complete.

Mark Austin 417-818-6398

Brian Preece 417-250-0269

Christian County Commission



Invitation to Bid

Return bid no later than: 8:45 a.m. Central Time

Product or Services Requested: Stainless-Steel Shower Liners in the Christian County Jail

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: August 26, 2019

Bid Opening Time: 9:00 a.m.

Contact: Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: countycommission@christiancountymo.gov

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

(1) Submitting your bid:

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN".

If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) Late bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

(10) For Construction Services:

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

(11) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

(12) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

(14) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The

vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(15) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(16) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

The Commission will give vendor a 30-day written notice prior to the end of the term whether the county has exercised its option to renew or not.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(17) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(18) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(19) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(20) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(21) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(22) Fuel charges:

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

(23) Description of Product:

The vendor should present a detailed description of the product proposed on **the Pricing Sheet (Page 11)** in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(24) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(25) Billing and Payments:

Invoices will be submitted to **Christian County Commission, 100 W Church St Room 100, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the

overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(26) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(27) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

(28) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

(29) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(30) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(31) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(32) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(33) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a

30 day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(34) Determination for Award:

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(35) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(36) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

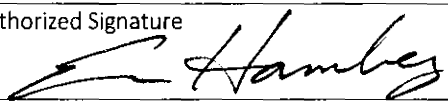
(37) PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)
Stainless - Steel Shower Liners & all Flooring non skid material			\$89,000.00

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>Hambey Construction, LLC</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Hambey Construction, LLC</i>
Mailing Address <i>PO BOX 8954</i>	IRS Form 1099 Mailing Address <i>PO BOX 8954</i>
City, State, Zip Code <i>Springfield, MO. 65801</i>	City, State, Zip Code <i>Springfield, MO. 65801</i>

Contact Person <i>Eric Hambey</i>	Email Address <i>eric@hambeyconstruction.com</i>
Phone number <i>417-840-8615</i>	Fax number <i>888-386-8465</i>
Authorized Signature 	Date <i>8/26/19</i>
Printed Name <i>Eric Hambey</i>	Title <i>Manager</i>

List three (3) business references:

^{1st}
Missouri Department of Transportation Jeremy Hopper
Company Name Representative Name
3025 E. Kearney St. Springfield MO 65803
Address City State Zip
(417)464-0967
Business Phone Business Fax Cellular Phone
jeremy.hopper@modot.mo.gov
email address if available

^{2nd}
Missouri Ozarks Community Health Tim Shryack
Company Name Representative Name
1340 S. Sam Houston Blvd. Houston MO 65438
Address City State Zip
(417)234-2699
Business Phone Business Fax Cellular Phone
tshryack@mo-ozarks.org
email address if available

^{3rd}
Dairy Farmers of America Scott Slaughter
Company Name Representative Name
800 W. Tampa Springfield MO 65802
Address City State Zip
(417)860-3955
Business Phone Business Fax Cellular Phone
sslaughter@dfamilk.com
email address if available

(39) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
Ralph Phillips, Presiding Commissioner
Hosea Bilyeu, Western Commissioner
Mike Robertson, Eastern Commissioner

Bid Specifications

The Christian County Building and Maintenance Department is seeking bids for Stainless Steel Shower Liners to be installed in the Christian County Jail.

- There are 12 (twelve) total showers.
- Each shower must be lined with 11 gauge 304-304L (polished) stainless steel.
- Each shower shall include the installation of a heavy, welded, stainless-steel curtain rod.
- All showers must have a non-slip floor coating.
- There should not be any sharp corners or edges left when the work is complete.
- All new surfaces must have water-tight seals.
- All new drains must match up with the existing drains and function properly.
- The awarded vendor must have a member of the Christian County Jail staff with them at all times.
- No tools may be left unattended at any time. All tools and materials must be removed from the pod floor after work ends each day.
- The job must be completed within 30 days of commencement of work.
- Vendors must take their own measurements. For access, please contact Building and Maintenance Supervisor Richard Teague at (417)839-3186.



2757 S AUSTIN AVE
SPRINGFIELD, MO 65807-0000
(417) 883 8985
FAX: (417) 883 9950

Johnson Controls Quotation

TO:
Christian County Commissioners
100 W Church St Rm 100
OZARK, MO 65721-6901

Project: New CCCH Locking Program Chang
Customer Reference:
Johnson Controls Reference: 613777501
Date: 08/26/2019
Page 1 of 4

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
1	New CCCH Locking Program Chang New CCCH Locking Program Chang DPDE Technical Services - New CCCH Locking Program Chang TECH LAB	PROGRAMMING CHANGES FOR DOORS TECHNICAL SERVICE

Total net selling price, FOB shipping point, \$2,835.00

Comments

Quotation for programming changes at the new Christian County Courthouse per owner.

- 2nd Floor Screen: Emergency Release Button for the 2 interview rooms, 2 holding cells, and 2 doors leading out into the hallway.
- Basement Screen: 1 Emergency Release Button for the 1 holding cell(in elevator lobby), door to sally port, door to maintenance hall and door leading outside.
- Basement Screen: 1 Emergency Release Button for 2 holding cells, 2 man trap doors, door to maintenance hall and door leading outside.
- All Screens: 1 Emergency Release Button to trigger an output to the Access Control system to unlock selected access controlled doors throughout the building in case of emergency.

Note: On item # 4 we need the specific access control doors to be unlocked.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

TERMS AND CONDITIONS (Rev. 3/19)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three (3) business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required

will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.**

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e) to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be

performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays) as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING ELECTRICAL WIRING AND PIPING.**

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company adequate space for storage and handling of materials, light, water, heat, heat tracing electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement.
- Provide a safe work environment in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage

due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA.
- risk of infectious disease.
- need for air monitoring, respiratory protection, or other medical risk.
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

15. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

16. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

17. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or

construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

18. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

20. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

21. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the

Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as but not limited to fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

24. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

25. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

26. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all



charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed. return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable. 2) abuse of the System or the Equipment 3) dissolution, termination, discontinuance insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies 1) discontinue furnishing Services. 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation testing inspection and repair of duct detectors beam detectors and UV/IR equipment, provision of fire watches, clearing of ice blockage, draining of improperly pitched piping, replacement of batteries, recharging of chemical suppression systems, recoding of, upgrading and maintaining computer software, system upgrades and the replacement of obsolete systems, equipment, components or parts, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current

fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

30. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

31. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36115 (334) 264-9388. AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72206 (501)618-8600. CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. NY Licensed by N.Y.S. Department of the State. TX Texas Commission on Private Security, 5805 N. Lamar Blvd, Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein, including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By:
 Johnson Controls Fire Protection LP
 License#:
 2757 S AUSTIN AVE
 SPRINGFIELD, MO 65807-3030
 Telephone: (417) 883 8985
 Representative: Daniel Rooney
 Email: Daniel.L.Rooney@jci.com

Accepted By: (Customer)

Company: CHRISTIAN COUNTY
 Address: 100 W CHURCH ST, ZION, MISSOURI 64421
 Signature: [Handwritten Signature]
 Title: PRESIDENT
 P.O.#:
 Date: 8/27/18

Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

**INTERGOVERNMENTAL AGREEMENT FOR
JUVENILE OFFICER**

This Intergovernmental Agreement (hereinafter "IGA") is made on the date of full execution, as shown by signatures below, between the SCHOOL DISTRICT OF OZARK (hereinafter "School District"), CHRISTIAN COUNTY, MISSOURI (hereinafter "County") and the CHRISTIAN COUNTY JUVENILE OFFICE (hereinafter "Juvenile Office") as follows:

WITNESSETH:

WHEREAS, there is a need for a Juvenile Officer in public schools operated by the School District which are located within the boundaries of the School District and in Christian County, Missouri; and,

WHEREAS, the County and Juvenile Office agree to provide the School District with a School Juvenile Officer to perform the duties hereinafter set forth in the public schools located in the School District; and

WHEREAS, the School District and the County and Juvenile Office desire to set forth in this Juvenile Officer Agreement the specific terms and conditions of the services to be performed and provided by the Juvenile Officer in the School District; and

WHEREAS, pursuant to Section 70.220 RSMo., the School District and the County mutually agree to a division of ~~costs and responsibilities for the Juvenile Officer~~ assigned to the School District as set forth herein.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the JO Program.

- A. The cost of the JO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Employment of Juvenile Officers.

- A. The JO shall be considered an employee of the County and said JO shall follow the policies and procedures of the Juvenile Officer and shall be subject to the administration, supervision and control of the Juvenile Office.
- B. The JO shall be subject to all personnel policies and practices of the Juvenile Office except as such policies or practices may be modified by the terms and conditions of this Agreement.

- C. The Juvenile Office, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the JO.
- D. A joint committee composed of representatives of the Juvenile Office and the School District shall make recommendations for the JO position to the Chief Juvenile Officer who shall assign such officers. If a principal is dissatisfied with a JO who has been assigned to that principal's school, then that principal may request a meeting with the Superintendent (or designee) and the Chief Juvenile Officer.
- E. One JO shall be assigned to the School District.

3. Duty Hours.

Generally, duty (work hours) for the JO assigned to the School District shall consist of forty (40) hours per week, Monday through Friday.

- A. JO duty hours shall be determined by agreement between the Juvenile Office and the School District.
- B. It is understood and agreed that time spent by the JO attending municipal court, juvenile court, state court, diversion court and any activities related to diversion court arising directly from and/or out of their employment as a JO assigned to the School District shall be considered as hours worked under this Agreement. Under no circumstances shall the School District be responsible for overtime that has not been approved in advance, in writing, by the Superintendent of Schools.
- C. In the event of an emergency, if the JO is ordered by the Juvenile Office to leave the school during normal duty hours as described above and to perform other services for the Juvenile Office not related to the diversion court program, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the School District to the Juvenile Office shall be reduced by the number of hours of JO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.
- D. In the event a JO is absent from work, the JO shall notify his or her supervisor in the Juvenile Office. The Juvenile Office will assign another JO qualified officer, if available, to substitute for the JO who is absent beginning with the sixth consecutive day of absence. The JO shall schedule absences to cause the least disruption reasonably possible to the work and learning environment.

4. Term of Agreement.

The initial term of this Agreement is for one year commencing on the ___ day of _____, 2019, and ending on the ___ day of _____, 2020. Following the initial term, this

agreement shall be automatically renewed for successive one year periods unless either party gives thirty (30) days' notice prior to the expiration of any such one year term that such Agreement will not be renewed. This notice will be made in writing and provided to all parties.

Notwithstanding the Term of this Agreement, either party may terminate the Agreement, with or without cause, upon 30 days' written notice to the other party.

5. Duties of Juvenile Officer.

Basic Function and Responsibility: The primary duty of the JO will be service as the Diversion Court Case Manager. As Diversion Court Case Manager, the JO will provide all services necessary to ensure the success of each participant in the program. The JO will participate in meetings with Diversion Court participants and families, attend all staffing and court sessions, monitor each participant's success in the program, supervise after-school structured work sessions, meet with the participants, their families and teachers as necessary to assist the participant in completing the program, and continue to monitor the academic success of each person after graduation from Diversion Court.

This position will require case management services to assigned juveniles. These juveniles require more attention than an intake officer can provide, but are not at a level needed for formal probation services. While work assignments may vary, tasks will generally involve interaction with assigned youth, their family, schools and other service providers. The Diversion Court Case Manager must have a mature level of social work ability, possess strong communication skills, approach issues therapeutically, problem solve, and work independently. While the position will be supervised, this individual will have a high level of discretion so the employee will be expected to exercise good judgment in the performance of his/her duties. People in this position should be able to work as a contributing member of the Diversion Court team.

Work is performed under the direct supervision of the Chief Juvenile Officer. The employee is expected to perform functions with minimal supervision. Work will involve coordination of activities of the court, other agencies, and organizations as they relate to the Diversion Court.

Specific duties will include, but not be limited to the following:

- A. Manage and coordinate the Diversion Court file, court automation and case processing.
- B. Monitor, coordinate, and evaluate the effectiveness of the Diversion Court programs through process and outcome studies to determine requirements for program modification and personnel training.

- C. Plan and implement strategies to encourage collaboration and partnership with federal, state, and local agencies and organizations to further the general understanding and acceptance of diversion courts.
- D. Assist the chief juvenile officer in preparing and/or maintaining all documents relating to Diversion Court.
- E. Build and maintain strong professional relationship with school personnel.
- F. Assist in identifying and resolving needs of the juvenile and family.
- G. Spend time and build therapeutic constructive relationships with the juvenile by providing structure and guidance.
- H. Assist the juvenile to complete school work, community service, and life goals, while maintaining one hundred percent attendance.
- I. Attend all steps of the Diversion Court process including orientation meetings, staffing, court sessions, after-school structure work sessions, and any other event as directed by the Diversion Court Judge or Chief Juvenile Officer.
- J. Follow the directions of the Diversion Court Judge.
- K. May serve on workgroups or committees at the state or local level.
- L. Perform related work as required.
- M. The JO is vested with all the power and authority of Sheriffs to make arrests and to perform other duties incident to his office pursuant to Section 211.401 RSMo.
- N. Comply with all non-discrimination requirements, as they apply to School Districts, and their directors, officers, administrators, employees, volunteers, and agents, under state and federal law.

Knowledge, Skills, and Abilities: (This job description does not include specific physical requirements necessary to perform the job. Such requirements vary from position to position and may be determined by the JO.)

- A. Thorough knowledge of court procedures, legal documents, statutes and legal factors pertaining to the court system and diversion courts.
- B. Thorough knowledge of the organization, functions, responsibilities and procedures of the court system.
- C. Considerable knowledge of the modern principles and practices of public and judicial administration.

- D. Considerable knowledge of all policies and procedures of the juvenile division and training requirements for this position.
 - E. Considerable knowledge of available community resources and programming.
 - F. Considerable knowledge of cognitive behavior concepts and their application.
 - G. Considerable knowledge of diversion courts, chemical addiction, substance abuse diversion, mental health disorders/diversion and principles associated with the operation of a diversion court.
 - H. Strong ability to establish and maintain effective working relationships with judges, court officials, attorneys, diversion/service providers, school personnel, juvenile office, law enforcement and the general public.
 - I. Ability to coordinate activities of multiple programs simultaneously.
 - J. Ability to organize, direct and coordinate team meetings, training sessions and public forums in an effective manner.
 - K. Ability to communicate ideas clearly and concisely, both orally and in writing.
 - L. Ability to make oral presentations to school personnel, justice system employees and the general public.
 - M. Ability to respond appropriately to staff/youth cultural, ethnic and gender differences.
 - N. Ability to respond to staff/youth's mental or physical disabilities.
 - O. Ability to respond appropriately to families and youth in time of crisis.
 - P. Ability to maintain a high level of confidentiality.
6. **Chain of Command.**
- A. As an employee of the County, the JO will be subject to the chain of command of the Juvenile Office.
 - B. In the performance of the JO's duties, the JO shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.
 - C. The JO will also follow the directions of the Diversion Court Judge as they relate to Diversion Court.

7. **Transporting Students**

The JO shall transport Diversion Court participants in JO vehicles as necessary.

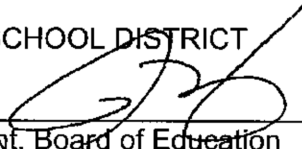
8. **Access to Education Records.**

- A. School officials shall allow the JO to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the JO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- C. If confidential student record information is needed by a JO, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year last written below. The parties may execute separate signature pages, and this Agreement will be effective as of the date of the last signature.

OZARK R-VI SCHOOL DISTRICT


By:



President, Board of Education

Date

10/17/19



Secretary, Board of Education

Date

10/17/19

CHRISTIAN COUNTY JUVENILE OFFICE

Perry Barnes

10/10/2019

By: _____
Chief Juvenile Officer

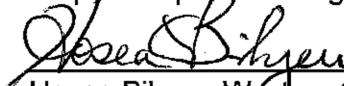
Date

CHRISTIAN COUNTY, COMMISSION

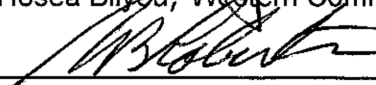
DATED: 10/15/19

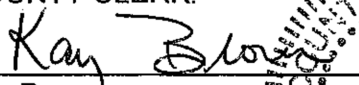

Ralph Phillips, Presiding Commissioner

DATED: 10.16.2019


Hosea Bilyeu, Western Commissioner

DATED: 10.16.2019


Mike Robertson, Eastern Commissioner

COUNTY CLERK:

Kay Brown

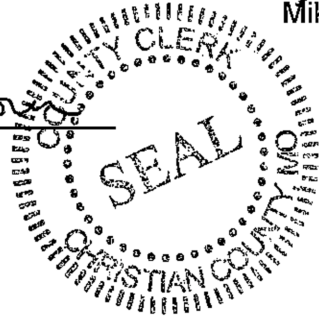


EXHIBIT A

The SCHOOL DISTRICT OF OZARK (hereinafter "School District"), and the CHRISTIAN COUNTY JUVENILE OFFICE (hereinafter "Juvenile Office) and CHRISTIAN COUNTY, MISSOURI agree that the JO employed by the County to perform certain duties in the public schools located in the School District pursuant to this Agreement shall be compensated as follows:

1. The JO will be paid within the salary range for a JO II.
2. The cost of the JO will include salary, FICA, Medicare, Lagers, Worker's Compensation Insurance, State Unemployment Insurance, Health Insurance, and all employment-related expenses.
3. Christian County will pay the JO on the same pay schedule as currently employed JOs.
4. The Juvenile Office will prepare an invoice to the School District on the first day of the month for the cost of employing the JO during the previous month. The first invoice will be generated on the first day of the month immediately after the month in which the JO is hired.
5. The School District will pay the County the invoice five days after the monthly School Board meeting in the month in which the invoice was generated.
6. Nothing in this Exhibit or the Agreement to which it is attached and incorporated by reference shall be deemed or construed as creating a relationship of principal and agent or of partnership or of joint venture between the parties. The JO shall not be considered a servant, agent, or employee of the School District, but rather an employee of Christian County, provided to the School District as a resource, the cost of which is to be reimbursed to the County by the School District to the extent provided in this Exhibit. Accordingly, the JO is not covered by the School District's social security, Public Educational Employee Retirement System, workers' compensation or unemployment compensation.