Christian County Commission
100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

Meeting: 10/8/26 9:00 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Zoey Strong
Initiator: Zoey Strong
Sponsors:
Doc ID: 5646

MEETING ATTACHMENTS (ID # 5646)

Meeting Attachments

ATTACHMENTS:

1 - COVER SHEET - EMPLOYEE OF 3RD QUARTER AWARD

2 - COVER SHEET - EMPLOYEE SERVICES 3RD QUARTER REPORT

3 - 08 OCTOBER 2026 - EMPLOYEE SERVICES 3RD QUARTER REPORT

4 - COVER SHEET - COLLECTOR 3RD QUARTER REPORT

5 - COVER SHEET - BANK ACCOUNT ESTABLISHMENT - PA DIVERSION PROGRAM

6 - COVER SHEET - CONTRACT RENEWAL RFP #2025-8

7 - 08 OCTOBER 2026 - AMENDMENT #3 TO CONTRACT FOR ADDITIONAL KIOSKS

8 - 08 OCTOBER 2026 - AMENDMENT #1 TO CONTRACT FOR ADDITIONAL TABLET CHARGING STATIONS

9 - 08 OCTOBER 2026 - HOMEWAV AGREEMENT FOR SERVICES

10 - 08 OCTOBER 2026 - AWARD LETTER FOR HOMEWAV

11 - COVER SHEET - BURN BAN UPDATE

12 - COVER SHEET - 2027 HOLIDAY SCHEDULE

13 - 08 OCTOBER 2026 - 2027 HOLIDAY SCHEDULE

Christian County Commission
100 West Church St, Room 100
Ozark, MO 65721

Employee of the 3rd Quarter Award

Amber Bryant

Requested by: abryant@christiancountymo.gov 2026-10-02 14:55

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Employee Services--Q3 Update

Amber Bryant

ATTACHMENTS:

Quarterly Report

Requested by: abryant@christiancountymo.gov 2026-10-02 14:53
Updated: 2026-10-05 10:37

Employee Services Quarterly Review

July – September 2026

Human Resources 3rd Quarter Update

CURRENT Active Employees: 255

New Hires:	3rd Quarter: 21
Separation of Employment:	3rd Quarter: 23 (7 Terminations) (16 Resignations)

- Created and conducted annual Sexual Harassment Prevention/Civility in the Workplace Training—we are working on 100% compliance of full-time employees.
- Continued Bi-Weekly meetings with CareATC
    - Coordinating Meet & Greet of new Providers
    - Working on Lunch and Learn for Q4
    - Eligibility files/portal troubleshooting
    - Working through WC/Drug Testing Issues
- Actively working with 90 Degrees, Croley and our own in-house research to identify the most comprehensive and cost-effective insurance coverage options for 2027.
- Successfully completed our Missouri Employers Mutual (MEM) Workers' Comp Audit.
- Continuing to complete Monthly Reporting for MEM.
- Continued approving biweekly payroll before processing.
- Managed and administered the Employee Referral Program.
- Monitored and tracked multiple FMLA leave requests.
- Oversaw and tracked various Workers' Compensation claims, injuries, and litigation.
- Conducted personal orientations for all new hires/benefits and Exit Interviews with separating employees.
- Coordinated Flu Shot Clinic
- Attended Higginbotham's Fall Seminar
- Processed 21 new hire orientations and 14 benefit onboardings.
- Completed Random Drug Testing for 3rd Quarter
- Employee of the Quarter completed for 3rd Quarter of 2026
- Began coordination of the 2026 Employee Appreciation Lunch (set for 10/15/26)
- Continued ensuring all department/offices conduct their annual reviews, at which time we reassess each position description and individual employees' placement in the salary matrix for complete compliance.
- Began the process of digitizing our personnel files
- Recruitment (258 Applications Reviewed/Received) and conducted multiple interviews.
- 16 Positions Currently Open:
    - Assistant Prosecuting Attorney
    - Senior Assistant Prosecuting Attorney
    - Chief APA
    - Patrol Deputy
    - K-9 Handler/Deputy
    - Juvenile Officer
    - Legal Assistant
    - Truck Driver (C2)
    - Corrections Officer/Transport Deputy
    - Emergency Management Director

Purchasing 3rd Quarter Update

Purchase Order Summary Report from 7/1/26 – 9/30/26

- 946 Purchase Orders - Total $2,590,046.28 (Goods & Services Only)

Issued: ITB/RFP/SS:

- RFP #2026-9 Painting Services – Maintenance
- SS #2026-2 Voting Software/Hardware – County Clerk
- SS #2026-3 Real Estate & Personal Property License Fee & Maintenance - Assessor

Emergency Procurements:

- **EP** #2026-4 Wood Chipper—Highway
- **EP** #2026-5 Plumbing—Water heater—Sheriff's Office

New Contracts:

- Johnson Controls 24/7 Fire Monitoring - Maintenance
- Johnson Controls Fire Inspections – Maintenance
- #30425-CDX Guardian RFID – Sheriff's Office
- JSCO #2021-001 – Antenna Radar Units
- JCI 24/7 Fire Monitoring Amendment #1
- Netwatch 24/7 Fire Monitoring – Maintenance
- Netwatch Fire Inspections - Maintenance

Contract Renewals:

- RFP #2024-2 Detention Center Food Service – Sheriff's Office
- ITB #2023-8 Employee Drug Screening Services – Employee Services
- PS #2022-9 Real Estate Services – Commission
- ITB 32023-16 County Wide Office Supplies – Commission
- PS #2025-14 Payroll Consulting & Advisory Services – County Clerk
- #251003 – TIPS – Phone Service – IT
- ITB #2024-12 Graphics for Fleet Vehicles – Sheriff's Office
- ITB #2025-10 Process, Print and Mail Tax Bills and SB190 Statements – Collector

Surplus 3rd Quarter:

Items currently on GovDeals: *Year-to-date surplus total: **$20,512.60***

- Office Chairs - $28.00
- Transcell Floor Scale (from recycling center) - $550.00
- Cram-A-Lot Baler – (from recycling center) - $270.00
- Dehart Baler (from recycling center) - $1025.00
- Old typewriter supplies and outdated print cartridges - $5.00

Purchasing Update:

- Participated and coordinated several Vendor Meetings/Service Coordination: Azuga, Quill, Verizon, Walmart, Euna Solutions, etc.
- **P.O. Aging Report:** Sent to all elected officials and department heads to verify the accuracy of open purchase orders.

NIGP: The Institute for Public Procurement

- Purchasing Manager presented a webinar online for NIGP - Small County, Big Results: *Power of Process in Action.*
- Purchasing assistant participated in a NIGP webinar focused on AI and what it will look like for the future of public procurement.

IT 3rd Quarter Update

Completed items:

- Created Human Resources program to digitize records
- Assisted CCSO with integration of inmate software
- Migrated county domain controller to new server
- Performed cable remediation, removing old cabling infrastructure from Historic Courthouse
- Assisted Prosecuting Attorney's office with server drive installation
- Received 132 service desk tickets

In-progress:

- Collector Office Infrastructure upgrade
- Migrate CCSO servers to new server
- Migrate CCSO to new firewall
- Replace legacy network infrastructure
- Historic Courthouse MDF remodel

Christian County Commission

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Collector's Quarterly Report

Ted Nichols

Ted Nichols will be giving an update for the Collector's office.

Requested by: bporterfield@christiancountymo.gov 2026-09-28 10:57

Updated: 2026-09-28 11:10

Christian County Commission

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establish a bank account for the prosecuting attorney's diversion program

Jim Fehrenbach

A bank account is needed for self-paying participants. We will have many diversion participants submitting payment by money order or cashier's check and those payments will need an account number for our office to make deposits.

Requested by: james.fehrenbach@prosecutors.mo.gov 2026-09-29 16:04

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Contract Renewal - RFP #2025-8 Detention Center Inmate Communications Solution

Kim Hopkins-Will - Purchasing Agent

BACKGROUND FOR COMMISSION:

This is a contract renewal for Communication Solutions for Inmates. This is to provide inmate's voice calls, video calls, messaging, video messaging, and tablet services for all its facilities. This contract provides all the necessary equipment, software, licensed services, and professional services for the Christian County Detention Center Facility.

The contract was awarded last year. This renewal will begin on October 4, 2026, and run through October 3, 2027. This is the first renewal (second year).

COST: There is no increase in the pricing.

We recommend that you approve the contract renewal #RFP #2025-8 to HomeWAV.

ATTACHMENTS:

Award Letter for HomeWAV

HomeWav Agreement for Services

Amendment #1 to Contract for additional tablet charging stations

Amendment #2 to Contract for additional kiosks

Requested by: purchasing@christiancountymo.gov 2026-09-28 16:25

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AMENDMENT NO.3 TO MASTER LICENSE AND SERVICE AGREEMENT BETWEEN HOMEWAV, LLC AND CHRISTIAN COUNTY (MO)

THIS AMENDMENT, is made and entered into this 23rd day of August 2023, between Christian County (MO) through its authorized representative (the "County") and HomeWAV, LLC, a Delaware limited liability company ("HomeWAV").

WHEREAS HomeWAV and the County are parties to the certain Master License and Services Agreement dated as of July 5th, 2022 ("MSA") and an Amendment to the MSA dated as of September 20th, 2022 ("Amendment #1").

WHEREAS the parties mutually agree to amend the contract to reflect the new information related to additional agreements.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following amendment:

1. Additional Equipment Provided. At no cost to the County, HomeWAV will replace five (5) HomePAS™ Kiosks. Four HomePAS™ Kiosks will be installed within the pods and one HomePAS™ Kiosk will be installed in the booking area.

2. Terms of Original Agreement. All other terms and conditions of the MSA and Amendment #1 not expressly modified in this amendment shall remain in full force and effect and be considered incorporated by reference herein as part of the amended agreement between the parties.

IN WITNESS WHEREOF, this amendment has been executed and delivered as of the date set forth in the caption above.

HomeWAV, LLC

By: Morteza Sahebkar
Name: Morteza Sahebkar
Title: Chief Operating Officer

Christian County (MO)

By:
Name:
Title:

Meeting Attachments

ATTACHMENTS:

- 092022 homeWAV contract AMENDMENT NO. #1(PDF)

homewav
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AMENDMENT NO. 1 TO MASTER LICENSE AND SERVICE AGREEMENT BETWEEN HOMEWAV, LLC AND CHRISTIAN COUNTY (MO)

THIS AMENDMENT, is made and entered into this 20th day of September 2022, between Christian County (MO) through its authorized representative (the "County") and HomeWAV, LLC, a Delaware limited liability company ("HomeWAV").

WHEREAS HomeWAV and the County are parties to the certain Master License and Services Agreement dated as of July 5th, 2022 ("MSA").

WHEREAS the parties mutually agree to amend the contract to reflect the new information related to Additional Equipment.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following amendment:

1. Additional Equipment Provided. HomeWAV agrees to provide and install the following additional equipment at no cost to the County:

    - Five (5) Bay ComPAS™ Tablet Charging System

2. Terms of Original Agreement. All other terms and conditions of the MSA not expressly modified in this amendment shall remain in full force and effect and be considered incorporated by reference herein as part of the amended agreement between the parties.

IN WITNESS WHEREOF, this amendment has been executed and delivered as of the date set forth in the caption above.

HomeWAV, LLC

By: _____
Name: John Best
Title: President

Christian County (MO)

By: _____ 9-20-22
Name:
Title: Western Commissioner

_____ 9/20/22
Eastern Commissioner

homewav
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Master License and Services Agreement

This Master License and Services Agreement (the "**Agreement**"), and the exhibits hereto, made and entered into as of this 5 day of July 2022 (the "**Effective Date**"), by and between Christian County (MO) (the "**County**") and HomeWAV, LLC, a Delaware limited liability company ("**HomeWAV**"). Each of the County and HomeWAV may be referred to herein as a "Party" and collectively, the "**Parties.**"

RECITALS

Whereas, HomeWAV is a provider of a unique, custom all-in-one inmate communications solution comprised of patented technology, software applications, hosted services, and equipment that has been adapted for use in secured detention facilities as more particularly described herein (collectively, the "**System**"); and

Whereas, the County desires that HomeWAV provide the System to one or more of its secured detention facilities (each a "**Facility**" and collectively, the "**Facilities**"), and HomeWAV desires to provide the System identified herein to the County pursuant to the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Definitions.**
   a. "**Equipment**" means the specific HomePAS™ Kiosks, ComPAS™ Tablets, ComPAS™ Charging, PoE Adaptor Sets, routers, switches and other such hardware and equipment as set forth on Exhibit A which is provided to the County as part of the System licensed to it under this Agreement.
   b. "**Licensed Services**" means that portion of the System comprised of the Software and cloud-based applications that are run on a hosted system and which are provided by HomeWAV to the County pursuant to the license terms herein to enable inmate voice calls, video calls, and messaging services at each Facility.
   c. "**Professional Services**" means the installation, setup, configuration, and testing of the Equipment and the System, and training provided by HomeWAV to the County as more particularly described herein.
   d. "**Software**" means the proprietary and patented software program owned by HomeWAV and licensed to the County pursuant to the terms of this Agreement.

2. **Exclusivity.** The County acknowledges and agrees that this is an exclusive services agreement between the Parties; and accordingly, the County agrees that for as long as this Agreement remains in full force and effect HomeWAV will be its sole and exclusive provider of inmate voice calls, video calls, messaging, and tablet services for all of its Facilities. For purposes of clarity, this exclusive arrangement means, and the County agrees that the County is expressly prohibited from engaging, using, licensing, purchasing, or accepting from any third party, employee, contractor, or related entity any software, equipment or services that are similar to some or any part of the System (including the Licensed Services) or the Professional Services for use at any of its Facilities.

3. **Term of this Agreement.** This Agreement is effective as of the Effective Date and continues in full force and effect until expiration of a Term or earlier termination. The System will be made fully available to the County for its use and the County's license to the System pursuant to Section 7 will commence ninety (90) days after the Effective Date (the "**Commencement Date**") and HomeWAV will provide the System and related Professional Services and Licensed Services to the County for a period of one (1) year from the Commencement Date (the "**Initial Term**") unless earlier terminated pursuant to Section 15. This Agreement will automatically renew for two additional one (1) year periods (each a "**Renewal Term**") unless either Party notifies the other Party of its desire not to renew this Agreement at least ninety (90) days prior to the commencement of the next Renewal Term. The Initial Term and each Renewal Term are collectively, the "**Term.**"

4. **Professional Services (No Charge).** HomeWAV will provide the following Professional Services to the County at no charge during the Term:

- arrange for the delivery of the Equipment to the County's Facilities included under this Agreement,
- load the Software onto the Equipment,
- coordinate the installation of the Equipment in designated wall mount locations within the Facilities,
- provide system testing and acceptance on all Equipment,
- provide staff and inmate training on platform features and functionality,
- arrange for installation of high-speed internet service at a minimum of 0.5MB up/0.5MB down per kiosk, and any equipment associated therewith to service the System, and
- arrange for cat 5e or greater cable to be installed (if necessary) to each location within the Facility where Equipment is to be installed.

HomeWAV may cause or obtain a physical site survey of each Facility to confirm the number of kiosks, the installation location within the Facility, and any other specifications or plans provided by the County (the "**System Solutions**"). The County acknowledges and agrees that all proposed System Solutions are contingent upon the site survey and that HomeWAV shall have authority to modify any proposed Systems Solutions as necessary to comply with the limitations of a given Facility.

5. **Support and Maintenance (No Charge).** For the entire Term of this Agreement, and at no charge to the County, HomeWAV will support and maintain the Equipment located at each Facility pursuant to HomeWAV's Software and Hardware Service Level Agreement attached hereto as Exhibit C (the "**Service Agreement**"). Under no circumstances may the County or any third party acting on behalf of the County install, uninstall, or perform any maintenance or related services on the Equipment, it being understood and agreed that only an approved HomeWAV technician may provide Professional Services, support, and maintenance on the Equipment.

6. **Ownership of Equipment and Software.** HomeWAV is the sole and exclusive owner of the Software and Equipment and retains all right, title and interest in and to the Software and Equipment at all times during the Term. The Software and Equipment are provided to the County pursuant to the System license granted in Section 7 below. HomeWAV will purchase and maintain insurance coverage for the Equipment and the Software comprising the System. HomeWAV will deliver the Equipment to the County's designated Facilities pursuant to a mutually agreed schedule and will install and configure the Equipment with the Software pursuant to the Professional Services set forth above.

7. **License to System.** HomeWAV hereby grants to the County a limited, non-assignable, non-sublicensable, revocable, and nonexclusive license during the Term to use the Software, Equipment, and related components comprising the System solely for the limited purposes of providing voice calls, video calls, messaging, and tablet services to inmates in each Facility and viewing or monitoring the records of such calls. In addition, if the County exercises its right to receive "**Add-On Features**" as set forth in Exhibit B attached hereto, HomeWAV will provide the County with reasonable assistance to enable the County to receive and use such Add-On Features with the System and will seek authorization from any third-party providers if necessary. The County will not, and will not permit any other person to, remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment, and the County may not move the Equipment from the Facility or the location in the

Facility where it is installed by HomeWAV. Any of the foregoing actions are deemed a material breach of this Agreement. The County's license to and use of the Software is governed by the terms of this Agreement, the Software End User License Agreement provided with the Software (a copy of which is located at https://app.homewav.com/account/terms), and the Website Terms of Use and Privacy Policy located at https://www.homewav.com/privacy-policy/, as such items may be updated, amended and modified in accordance with their respective terms (collectively, the **"Software Terms and Conditions"**). The County may not copy or modify the Software, or any adaptation, transcription, or merged portion thereof, unless expressly authorized in writing by HomeWAV. Any modifications, improvements, enhancements, changes, or any other alterations to the Software, or any derivative works made therefrom (collectively, **"Modifications"**) that are made by the County or any third party acting on the County's behalf, whether or not authorized by HomeWAV, are deemed the sole and exclusive property of HomeWAV. Accordingly, the County hereby assigns to HomeWAV all of its right, title, and interest in and to such Modifications and shall take all necessary actions to ensure that any third party who has participated in the development of any Modifications likewise assigns all of their right, title, and interest in the Modifications to HomeWAV. For the avoidance of doubt, the foregoing licenses to the Software, Equipment and any related System components shall terminate immediately upon the termination or expiration of this Agreement.

8. **The County's Covenants and Obligations.** The County hereby covenants and agrees to the following terms as material conditions to its right to use the System:

a. It will not sell, sublicense, or assign the Equipment, the Software, or any other components of the System.

b. It will keep the Equipment free and clear of all liens and encumbrances.

c. It will only use the Equipment, Software, and other components of the System for (i) the limited purposes provided under the license in Section 7 and (ii) if requested by and, as applicable, purchased by the County, any Add-On Features in all cases pursuant to the terms and conditions of this Agreement and the Software Terms and Conditions.

d. It will use the System solely at the Facilities and locations within the Facilities where installed by HomeWAV.

e. It will use its best efforts to ensure that none of the Equipment or Software is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

f. It will work with HomeWAV to ensure that all individuals to whom it grants access to and use the System will agree to the Software Terms and Conditions, and further acknowledges and agrees that it will be fully liable to HomeWAV for breach by any such individuals of the Software Terms and Conditions.

g. It acknowledges and agrees that HomeWAV will be the sole and exclusive provider of inmate voice calls, video calls, messaging, and tablet services and all related Professional Services to all of the County's Facilities.

h. It will not move the Equipment without the advance written consent of HomeWAV.

i. It will not remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment.

j. It will provide an inmate roster from the Jail Management Software ("JMS"), via secure FTP or web services, at a minimum of every fifteen (15) minutes.

k. It will authorize HomeWAV to integrate with its JMS provider.

9. **Access to the Facility.** The County will grant HomeWAV and its employees and subcontractors reasonable and necessary access to the Facilities in order to enable HomeWAV to perform its obligations and exercise its rights hereunder. HomeWAV shall have the right, upon reasonable notice, to enter into each Facility to inspect the System.

10. **Use of the System.** The County agrees that the System shall be available to inmates for voice calls and remote video calls for a minimum of twelve (12) hours per day, seven (7) days per week.

11. **System Usage Fees.** The Facility's inmates shall be charged the following fees for using the System, or such other prices as may be agreed to by the County and HomeWAV (such amounts, the **"Usage Fees"**). Usage Fee shall be defined as the cost per minute for voice calls, video calls, and the cost per message for messaging.

Services to be provided	
Voice & Video	**Fees**
Domestic Voice Calls	$0.20/minute
International Voice Call	International Rate + $0.20/minute
Onsite Video Calls	No Cost
Remote Video Calls	$0.30/minute
eMessaging	**Fees**
Text	$0.03 per 10 characters
Photos	$0.25 per
Video Messages (60 sec)	$0.50 per
Entertainment*	**Fees**
E-Books	$0.00-$1.99 per Book
Games	$0.00-$1.99 standard/$2.49 Premium
Movies/TV	$0.00-$1.99 Short Form $0.00-$3.99 Standard $4.99 Premium
Music	$0.00-$1.99
Transactions	**Fees**
Online Deposit	$2.00
PayNearMe Fee	$1.99
Surcharge Fee	$0.00
Connection Fee	$0.00
Refund Fee	$7.50
* Subject to change based on recommended retail price.	

Revenues from using the System shall be deposited into a dedicated account established and maintained by HomeWAV and HomeWAV is authorized to disburse such funds in accordance with Section 12. HomeWAV reserves the right to change the Usage Fees, upon 30 days' written notice to the County if such changes arising from any one or combination of the following: (a) inflation, (b) a change in taxes, or any (c) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to HomeWAV.

12. **Revenue Sharing.** HomeWAV shall pay to the County **75% of the Gross Billable Revenue ("GBR") from voice calls and 45% of the GBR from messaging, video calls, and tablet entertainment** from the usage of the System installed in the Facility. GBR shall be defined as Gross Revenue of the Usage Fees less monthly internet service and entertainment licensing fees, international calling fees, Federal, State, and Local taxes, and Cost Recovery Fee. For information on the Cost Recovery Fee and how it's applied, please refer to https://www.homewav.com/understandingtaxes/. HomeWAV shall pay to the County, on a monthly basis, its share of the revenues not later than the last day of following month.

13. **Call Recording.** The County hereby agrees that HomeWAV shall have no obligation to verify the users of the System and that the County is strictly liable to HomeWAV for any use of the Software by any of its users that violates the Software Terms and Conditions. HomeWAV will endeavor to make voice call and video call recordings available to the County on demand for a period of not less than 365 days after the date of such recording. Voice call and video call recordings that are requested after 365 days must be requested in writing and will incur a retrieval charge if able to be retrieved. The County agrees that HomeWAV has no liability to the County or any third party for any failure to record, store, transmit, relay, review, or monitor any call.

14. **Financial Reporting Requirements.** HomeWAV shall maintain an accounting program that accurately reflects the revenues generated by the System in the Facilities and provide that information to the County monthly during the term of this Agreement. HomeWAV shall retain its share of the revenues as payment for its obligations hereunder, and shall remit the County's share of revenues, along with such monthly financial reports, to the County. HomeWAV shall issue call data, revenue, and expense information by the last day of each month with respect to call activity that occurred in the Facilities during the prior month. HomeWAV shall maintain all books, documents, accounting records and other evidence pertaining to the services and payments under this Agreement and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years after the date of the final payment under the Agreement.

15. **Termination.**

a. **Rights of Termination.** The County may terminate this Agreement if HomeWAV breaches any of its obligations under this Agreement and such breach remains uncured thirty (30) days after notice thereof, provided, that if the County breaches the scope of the license to any part of the System as set forth in Section 7, HomeWAV may terminate this Agreement immediately upon giving written notice to the County.

b. **Effects of and Actions upon Termination or Expiration.** Upon termination or expiration of this Agreement, irrespective of the cause, the licenses granted by HomeWAV to the County shall terminate. The County shall take the following actions: (i) immediately cease and cause all of its users to immediately cease all access to and use of the System; (ii) and allow a HomeWAV authorized technician to remove the Equipment no later than (30) days following the termination or expiration date. In the event that any returned Equipment is not in good, working condition or any Equipment is not returned pursuant to this Section, the County will be liable for the replacement cost of such Equipment, and will remit payment in full upon demand by HomeWAV.

c. **Survival.** Sections 11, 13, 15-18, 21-23, and 25-29 shall survive termination of this Agreement.

16. **Agreement Documents.** The attached Exhibit A describing the Equipment, Exhibit B describing the Add-On Features, and Exhibit C setting forth the terms of the Service Agreement, and the Software Terms and Conditions are each made part of this Agreement and incorporated herein by this reference. This Agreement represents the entire agreement and understanding between HomeWAV and the County with respect to the

subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the Parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either Party or by any agent or representative of either Party which is not contained in this Agreement shall be valid or binding between the Parties.

17. **Force Majeure.** To the extent allowable by law, any delays or failures by either Party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control (a **"Force Majeure"**), including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, failure of the Internet, or any part or element thereof and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such Party.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

19. **Independent Contractor.** Each party acknowledges and agrees that HomeWAV and its employees (and any subcontractors it engages) serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees, or affiliates.

20. **Subcontractors.** HomeWAV shall have the right, in its sole and absolute discretion, to use subcontractors to perform its obligations and exercise its rights hereunder. HomeWAV shall be responsible for all acts and omissions of its subcontractors as if such acts or omissions were performed by HomeWAV.

21. **Notices.** All notices under this Agreement must be in writing and given to the other Party at the address or email below. Delivery is deemed to occur: (a) on the third (3rd) business day after bringing mailed first class, prepaid, (b) upon delivery from a nationally recognized overnight courier service, (c) upon delivery if hand delivered, and (d) upon receipt of an automated verification of receipt if sent by email. Either Party may change its address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other Party in accordance with the foregoing.

HomeWAV:	HomeWAV, LLC 2020 Westport Center Dr. St. Louis, MO 63146
County:	Christian County Jail 110 West Elm St. Ozark, MO 65721

22. **Nondiscrimination and Non-Conflict Statements.** HomeWAV agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of HomeWAV. HomeWAV shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

23. **Warranties and Disclaimers.**

a. Services Warranty. HomeWAV warrants that it will perform the Professional Services, support and maintenance in a good and workmanlike manner using trained professionals, and that it will use commercially reasonable efforts to meet the performance terms in the Service Agreement.
b. Disclaimers. EXCEPT AS PROVIDED HEREIN, THE SYSTEM AND ALL RELATED SERVICES IN THIS AGREEMENT ARE DELIVERED AND PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. **Compliance with all Federal, State, and Municipal Laws.** HomeWAV will comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate communication, and shall ensure that its third-party subcontractors, if any, obtain any necessary permits prior to installation of the Equipment in the Facilities.

25. **Assignment.** Neither Party may assign this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that HomeWAV may assign this Agreement to any of its subsidiaries or affiliates or to any entity that acquires all or substantially all of HomeWAV's assets and agrees to assume responsibility hereunder. None of the provisions of this Agreement shall be construed to be for the benefit of or enforceable by any person or entity other than the Parties hereto and their successors and assigns.

26. **Severability.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

27. **Supremacy.** In the event of any express conflict between this Agreement and any schedule, Request-for-proposal ("RFP") response, or other non-binding proposal, the terms of this Agreement shall supersede any contradictory provisions or terms in the schedule, RFP response, or other non-binding proposal.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means will be deemed originals.

29. **Authorization; Third Party Beneficiaries.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the Party he/she represents. There are no third-party beneficiaries to this Agreement.

(signature page follows)

In witness whereof, the Parties hereto have caused this Agreement to be executed on the day and year first above written, to be effective as of the Effective Date.

HomeWAV, LLC

By: _____
Name: John Best
Title: CEO/President

Christian County (MO)

By: _____
Name: Brad Cole
Title: Sheriff

By: _____
Name: Ralph Phillips
Title: Presiding Commissioner

By: _____
Name: Lynn Morris
Title: Eastern Commissioner

By: _____
Name: Hosea Bilyeu
Title: Western Commissioner



EXHIBIT A

The Equipment

homewav
Integrity. Innovation. Impact.

EXHIBIT B

Add-On Features

HomeWAV will provide to the County the add-on services selected below.

Add-Ons	Description of Features/Benefits	Cost
Law Library Integration	Integrate w/current or future provider through the all-in-one HomePAS™ kiosk.	No Cost
DigitalDocs™ Paperless System	Digital inmate medical grievance requests, custom/misc. inmate grievance requests, read-only documents, rules, handbook with digital inmate/visitor signature/acknowledgement, etc. through the all-in-one HomePAS™ kiosk.	No Cost
Commissary Ordering Integration	Integrate w/current or future provider through the all-in-one HomePAS™ kiosk.	No Cost.
Free Voice and Video Calls for County Employees	Free video and voice calls for County employees (must have a county e-mail address)	No Cost
Voice Biometric System (VBS) & Investigate Platform	Full Voice Biometric System (VBS) and investigative suite for administrative users for voice and video calls.	$0.01/min.
Call Transcription	Voice-to-text transcription services for voice and video calls/	$0.01/min.
Inmate Education	A diverse collection of inmate education portals and topics through Kolibri.	No Cost
Unlimited Open-Source Content Devliery	HomeWAV will provide unlimited delivery of open source, public domain content to all HomeWAV provided hardware in your facility. Content may include, but not be limited to, education, personal and professional development, e-books, audio books, games, etc	No Cost

homewav
integrity. innovation. impact.

Exhibit C

HomeWAV's Software and Hardware Service Level Agreement

Support and Maintenance

- Support and maintenance will be provided by phone, remote, and onsite. Phone support is available from 8:00 a.m. EST to 8:00 p.m. PST. Monday through Friday. After hours messages may be left for service (7) days a week, and three-hundred and sixty-five (365) days a year. These messages will be addressed the next business day beginning at 8:00 a.m. EST.
- Maintenance/repair calls from the facility will be resolved in the manner outlined in this section.

Priority 1 Outage: A P-1 failure is defined as:

- A failure of the kiosk processor, its common equipment, or power supplies which render the system incapable of performing its normal functions.
- A failure of the recording function or any of its components that affects the full recording operation.
- A failure of 100% of the kiosks in any one area within the facility.
- Holiday and weekend P-1 response will be handled on a case-by-case basis and is worked in conjunction with facility staff and our ability to gain access to the facility needing service.

Response to P-1 issues shall be available twenty-four (24) hours a day, seven (7) days a week, throughout the term of the contract.

HomeWAV shall respond to the service problem within sixty (60) minutes of initial trouble reported by facility personnel through the use of remote testing or access. Should the system not be accessible for remote testing, then HomeWAV shall have a qualified background-checked technician onsite at the facility within four (4) hours from the time it is determined that the problem cannot be resolved remotely.

If the issue can be worked on remotely, HomeWAV is committed to having completed the repair within 4 hours of the initial issue report. If it is determined that a technician must be on-site to correct the issue, then the technician will be onsite within 4 hours of the time it was determined that the problem could not be resolved remotely.

Priority 2 Outage: A P-2 failure is defined as:

- A Priority 2 condition exists when A failure of 50% of the kiosks in any one area within the facility occurs.

When a P-2 failure occurs, HomeWAV shall respond to the service problem within sixty (60) minutes of initial trouble reported by facility personnel through the use of remote testing or access. HomeWAV is committed to having completed repair within eight (8) hours of the initial issue report. Should the system not be accessible for remote testing, HomeWAV shall have a qualified background-checked technician onsite at the facility within sixteen (16) hours of the time it was determined that the problem could not be resolved remotely.

Priority 3 Outage: A P-3 failure is defined as:

- A Priority 3 is a normal ticket that does not fall into the P-1 or P-2 categories. These issues are handled as quickly as possible. When a P-3 failure occurs, HomeWAV shall respond to the service problem within two (2) hours of the initial trouble reported by facility personnel through the use of

remote testing or access. HomeWAV is committed to completing the repair within 48 to 72 hours of the initial issue report.

Service Ticket Process

- A service ticket is created for the issue/defect by submitting a request for support through the HomeWAV support portal in the HomeWAV web application.
- A service ticket will be generated with a ticket number, date, and time stamp.
- Our Tier 1 technical support team will triage the issue and determine the next course of action. Our Tier 1 support staff will manage the issue and provide a status report to stake holders periodically as the ticket progresses.
- Tier 1 will create a dispatch if necessary and coordinate with the facility point of contact for technician access.
- Tier 1 will manage the ticket from the beginning to the end and will follow a close-out process with the point-of-contact to ensure all issues have been handled as they relate to the service request.

Warranty

- **HomeWAV Software Warranty:** Includes support, maintenance, schedule upgrades, and scheduled updates.
- **HomeWAV Hardware Warranty:** Includes parts and equipment, on-site maintenance for normal wear, defects in material and workmanship, and natural disaster.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 20 day of July, 2022 at Christian County, Missouri.

DATED: _____ attached
homeWAV

DATED: _____ attached
Brad Cole, Sheriff

DATED: _____ attached
Ralph Phillips, Presiding Commissioner

DATED: _____ attached
Hosea Bilyeu, Western Commissioner

DATED: _____ attached
Lynn Morris, Eastern Commissioner

Attested By:

_____
Kay Brown, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

_____
Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

_____
John W. Hoasley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield MO 65806

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 3 day of July, 2022 at Christian County, Missouri.

DATED: _____

homeWAV

DATED: 08/24/2022

Brad Cole, Sheriff

DATED: 8/22/2022

Ralph Phillips, Presiding Commissioner

DATED: 8-24-2022

Hosea Bilyeu, Western Commissioner

DATED: 8-22-22

Lynn Morris, Eastern Commissioner

Attested By:

Kay Brown, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

October 8, 2026

HomeWAV, LLC
1224 Fern Ridge Parkway
St. Louis, MO 63141
ATTN: Jim Dicenso
j.dicenso@homewav.com
(815) 954 -1189

RE: RFP #2025-8 Detention Center Inmate Communications Solution (contract renewal)

The Christian County Commission voted in session today to renew the contract for Detention Center Inmate Communications Solution with HomeWAV, LLC.

This is the first renewal of the contract (year two) and is effective October 4, 2026, through October 3, 2027.

Your point of contact will be Sheriff Brad Cole. Sheriff Cole can be reached at 417-582-5330 or by email at bcole@christiancountysheriff.net.

Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner
Date: _____	Date: _____	Date: _____

Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Burn Ban Update

Jamie Orlando and/or Phil Amtower

The Emergency Management Team will give an update on whether we will continue the Burn Ban for Christian County or cancel it. The drought conditions are updated every Thursday morning and the decision will be based on the conditions posted on the morning of October 8th. No documents will be available until then.

Requested by: bporterfield@christiancountymo.gov 2026-09-30 13:47

Christian County Commission
100 West Church St, Room 100
Ozark, MO 65721

2027 Holiday Schedule

Commissioners

We will need the Commission approval for the 2027 County Holidays.

Requested by: bporterfield@christiancountymo.gov 2026-09-30 14:50

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

2027 Holiday Schedule

01-01-2027	New Year's Day	Friday
01-18-2027	Martin Luther King, Jr. Day	Monday
02-12-2027	Lincoln Day	Friday
02-15-2027	Presidents' Day	Monday
05-07-2027	Truman Day (Observed)	Friday
05-31-2027	Memorial Day	Monday
06-18-2027	Juneteenth Day (Observed)	Friday
07-05-2027	Independence Day (Observed)	Monday
09-06-2027	Labor Day	Monday
10-11-2027	Columbus Day	Monday
11-11-2027	Veterans Day	Thursday
11-25-2027	Thanksgiving Day	Thursday
11-26-2027	Day After Thanksgiving	Friday
12-24-2027	Christmas Day (Observed)	Friday

Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner

Website: Christiancountymo.gov
Email: countycommission@christiancountymo.gov