

AGREEMENT
Fathering Court 2012

THIS AGREEMENT is hereby made by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **NATIONAL CENTER FOR FATHERING**, PO Box 413888, Kansas City, MO 64141, hereinafter referred to as "the Organization", and its execution by the County Executive is authorized by Resolution No. 17838.

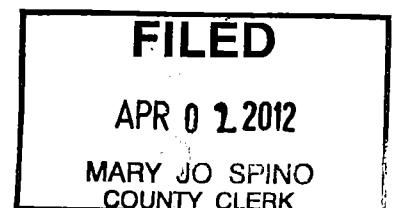
WHEREAS, Organization has agreed to provide fathering training sessions for clients of the Prosecuting Attorney's Family Support Division Fathering Court Project; and,

WHEREAS, Organization and County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and the Organization respectively promise, covenant and agree with each other as follows:

1. **SERVICES.** The Organization agrees to provide fathering training sessions for clients of the Prosecuting Attorney's Family Support Division's Fathering Court Project, as set forth in the proposal and budget document attached hereto as "Exhibit A". The funds provided by the County shall be used exclusively to defray the costs of the services described in Exhibit A.

2. **INDEPENDENT CONTRACTOR.** The Organization shall work as an independent contractor and not as an employee of the County. Based upon its



expertise and knowledge, Organization shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. Organization shall report all earnings received hereunder as gross income and be responsible for its own Federal, State and Local withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

3. **TERMS FOR PAYMENT.** The County agrees to pay Organization for services rendered under this Agreement in an amount not to exceed \$25,000.00 upon receipt of Organization's invoice. Organization shall submit invoices for each training class as specified by the County for its services under this Agreement, as are listed on the budget document attached as Exhibit A. The County shall pay such invoices in a timely manner.

4. **APPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

5. **EXPENSES.** Organization shall be responsible for its own expenses related to the services provided under this Agreement.

6. **TERM.** This Agreement shall be effective as of March 1, 2012, and terminate on December 31, 2012.

7. **ASSIGNMENT.** Organization agrees, in addition to all other provisions herein, that it will not assign any portion or the whole of this Agreement without the prior written consent of the County.

8. **CONFIDENTIALITY.** Organization shall not communicate, divulge or utilize any confidential information concerning its activities, staff, volunteers, or other stakeholders, either during or after the term of the Agreement, other than in the course of performance of services pertaining to this Agreement.

9. **LIABILITY.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers or employees or agents and Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related

thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Organization, its officers, employees or agents during the performance of this Agreement.

11. **DEFAULT AND TERMINATION.** If the Organization shall default in the performance or observation of any term or condition of this Agreement, the County shall give the Organization written notice setting forth the default. If said default shall continue by the Organization for 10 days after receipt of the notice, the County may at its election terminate the contract and withhold any payments not yet made to the Organization. Said election shall not in any way limit the County's rights to seek other legal redress.

12. **CONFLICT OF INTEREST.** The Organization expressly warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits and emoluments of this Agreement.

13. **SEVERABILITY.** If any covenant and other provision of this Agreement is found to be invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless otherwise expressly stated herein.

14. **INCORPORATION.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 2 day of April, 2012.

JACKSON COUNTY, MISSOURI

By Michael D. Sanders
Michael D. Sanders
County Executive

NATIONAL CENTER FOR FATHERING

By Steve [Signature]
Title CFO

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

ATTEST:

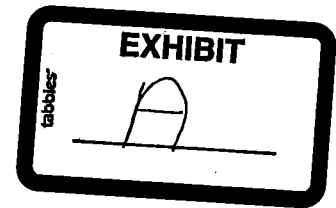
Mary Jo Spino
Mary Jo Spino
Clerk of Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$25,000.00 which is hereby authorized.

March 29, 2012
Date

[Signature]
Director of Finance & Purchasing
Account No. 001-4103-56080
41032012002



**National Center for Fathering
Father Training Proposal**

**Budget Request
Calendar Year 2012**

Program Element

Quenching the Father Thirst™ Training Class \$ 21,000*
(3 classes billed at \$7,000 per class)

Each Class Includes:

- Twelve, 2-hour small group sessions held at Pioneer Campus of Penn Valley Community College
- Class graduation event to include families
- Pre- and post-training assessments
- All class room materials, supplies, refreshments and recognition items
- Individual mentoring session for each class participant

Quenching the Father Thirst™ Women's or Men's Intensive Training Class 4,000*

Each Class Includes:

- Six, 2-hour small group sessions held at Pioneer Campus of Penn Valley Community College
- Class graduation event to include families
- Pre- and post-training assessments
- All class room materials, supplies, refreshments and recognition items
- Individual mentoring session for each class participant

Reimbursable Expenses

Out-of-pocket costs for program materials, meeting costs, facility rental, assessments, office supplies, transportation and recognition items.

0*

***All expenses
are included in
the program fees
above.**

TOTAL CURRENT YEAR

\$25,000