

AGREEMENT
Fathering Court 2015

THIS AGREEMENT is hereby made by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **NATIONAL CENTER FOR FATHERING**, 10200 W. 75th Street, Suite 267, Shawnee Mission, KS 66204, hereinafter referred to as "the Organization", and its execution by the County Executive is authorized by Resolution 18802, dated April 27, 2015.

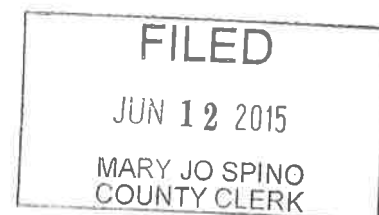
WHEREAS, Organization has agreed to provide fathering training sessions for clients of the Prosecuting Attorney's Family Support Division Fathering Court Project; and,

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 \$21,000.00 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 April 15, 2015, and terminate on December 31, 2015.

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. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

14. **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.

15. **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 10th day of June, 2015.

JACKSON COUNTY, MISSOURI

NATIONAL CENTER FOR FATHERING

By 
Michael D. Sanders
County Executive

By 
Title Chief Financial Officer

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

ATTEST:


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 \$21,000.00 which is hereby authorized.


Date


Director of Finance & Purchasing
Account No.001-4103-56080

PC 41032015003



**National Center
for Fathering**

Engaging fathers. Enriching lives.™

EXHIBIT A

10200 W. 75th Street, Suite 267
Shawnee Mission, KS 66204

913.384.4661

www.fathers.com

March 23, 2015

Melissa Mauer-Smith
Director, Family Support Division
Jackson County Prosecuting Attorney
3243 East 11th Street, Suite 1100
Kansas City, MO 64106

RE: Father Training Proposal 2015 Program Year

Dear Melissa,

I am pleased to provide this proposal for the 2015 program year of the Jackson County Prosecutor's Fathering Court Program.

As discussed with you, we will continue offering the condensed 6-session *Quenching The Father Thirst®* class in 2015. However, we will also experiment with an extended four session Saturday class to provide another option for the men.

Therefore, the elements of the 2015 Fathering Class proposal are:

1. We will deliver up to four (4) 6-session fathering classes with the first class beginning in April (or upon approval by the County Commission.) Classes will be scheduled in advance and will be held at the Pioneer Campus of Penn Valley Community College. As part of each fathering class, NCF will provide:
 - i) Six, 2-1/2 hour small group sessions
 - ii) A class graduation event
 - iii) Pre- and post-training assessments
 - iv) All class room materials, supplies, refreshments and recognition items
2. We will also deliver a 4-session fathering class as a trial, consisting of four, 4-hour small group sessions held on consecutive Saturdays. The trial is intended to see if an even more condensed schedule will encourage participation.
3. The 6-session classes will be scheduled on Monday evenings and will be taught by one of our Master Trainers, Cedric Finley.

**National Center for Fathering
Father Training Proposal**

Budget Request

Calendar Year 2015

Program Element

Quenching the Father Thirst™ Training Class \$ 21,000*
(5 classes billed at \$4,200 per class)

Each Class Includes:

- Six, 2-hour small group sessions held at Pioneer Campus of Penn Valley Community College
- One class will consist of four 4-hour sessions on consecutive Saturdays.
- Class graduation event to include families
- Pre- and post-training assessments
- All class room materials, supplies, refreshments and recognition items

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

\$21,000

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **National Center for Fathering**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **National Center for Fathering**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Steven T. Wilson
Authorized Representative's Signature
Chief Financial Officer
Title

Steven T. Wilson
Printed Name
6/10/15
Date

Subscribed and sworn before me this 10th day of June, 2015. I am commissioned as a notary public within the County of Johnson, State of Kansas, and my commission expires on 4-17-17.

Susan K. O'Leary
Signature of Notary

6/10/15
Date

