

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$11,600.00 from the fund balance of the 2012 Grant Fund to cover the Truancy Diversion Contract program with the Kansas City, Missouri School District.

**ORDINANCE NO. 4458** , October 8, 2012

**INTRODUCED BY** James D. Tindall, County Legislator

WHEREAS, the Family Court Division has entered into a reimbursement agreement with the Kansas City School District ("District") for the period August 1, 2012, to December 31, 2012, pursuant to which the District will provide funds to the Family Court Division for staffing the Truancy Diversion Contract program; and,

WHEREAS, the truancy court program addresses the problem of unexcused absences of student probationers including the assessment of truancy cases in general; and,

WHEREAS, an appropriation is necessary to place the funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the fund balance of the 2012 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Kansas City MO School District			
010-2172	45409 - Increase Revenue	\$11,600	
010-2810	Undesignated Fund Balance		\$11,600
010-2810	Undesignated Fund Balance	\$11,600	
010-2172	55010 - Regular Salaries		\$ 9,260
010-2172	56630 - Rent - Auto		\$ 740
010-2172	57160 - Food		\$ 1,600

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4458 introduced on October 8, 2012, was duly passed on October 8, 2012 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

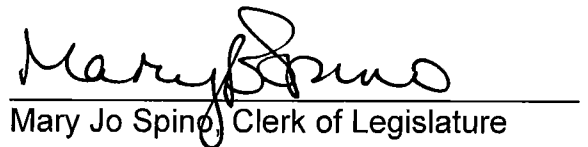
Nays 0

Abstaining 0

Absent 0

This Ordinance is hereby transmitted to the County Executive for his signature.

10-8-12  
Date

  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4458.

10-9-2012  
Date

  
Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$11,600.00

October 3, 2012  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4458

Sponsor(s): James D. Tindall

Date: Oct. 8, 2012

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance  Project/Title: <u>Kansas City Missouri School District Contract</u>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$11,600</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$11,600</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number FROM / TO</td> <td>FROM ACCT 010-2810 11,600.00 TO ACCT 010-2172 11,600.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$  Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$11,600	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$11,600	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number FROM / TO	FROM ACCT 010-2810 11,600.00 TO ACCT 010-2172 11,600.00
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775										
REQUEST SUMMARY	This is a request to appropriate \$11,600 from the unappropriated surplus of the 2012 Grant fund to cover the Family Court Division's staffing agreements with the Kansas City Missouri School District. The project is named "Kansas City Missouri School District Contract", and the program addresses the problem of unexcused absences of student probationers and assess truancy cases of students in general. Students who are assisted in making a better school adjustment will be less likely to be drawn into negative peer groups and improve academic achievement. The project began August 1, 2012 and will continue through December 31, 2012. The total project is \$11,600 and there is no match requirement.  Please appropriate the \$11,600 into the accounts listed below:  5010 Regular Salaries \$ 9,260.00 5040 FICA 740.00 <i>SM</i> 7230 Supplies <del>7160</del> Food 1,600.00  TOTAL APPROPRIATION: \$ 11,600.00										
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance – Affirmative Action/Prevailing Wage (County Auditor's Office)										
ATTACHMENTS											
REVIEW	<table border="1"> <tr> <td>Department Director: <i>W. Miller</i></td> <td>Date: <i>9/25/2012</i></td> </tr> <tr> <td>Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Director <i>D.R. Fairchild</i></td> <td>Date: 09/24/12</td> </tr> <tr> <td>Division Manager: Mary Marquez, Deputy Court Administrator <i>SM</i></td> <td>Date: 09/24/12</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: <i>W. Miller</i>	Date: <i>9/25/2012</i>	Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Director <i>D.R. Fairchild</i>	Date: 09/24/12	Division Manager: Mary Marquez, Deputy Court Administrator <i>SM</i>	Date: 09/24/12	County Counselor's Office:	Date:		
Department Director: <i>W. Miller</i>	Date: <i>9/25/2012</i>										
Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Director <i>D.R. Fairchild</i>	Date: 09/24/12										
Division Manager: Mary Marquez, Deputy Court Administrator <i>SM</i>	Date: 09/24/12										
County Counselor's Office:	Date:										

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant fund – undesignated fund balance	\$11,600.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

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**FAMILY COURT DIVISION  
16TH JUDICIAL CIRCUIT OF MISSOURI  
CONTRACT FOR SERVICES**

This contract is made and entered into by and between the Family Court Division of the 16th Judicial Circuit of Missouri (hereinafter referred to as "Court") and the Kansas City Missouri School District (hereinafter referred to as "Contractor"). For consideration as stated below, the parties agree as follows:

1. Definitions

There are no unique definitions in this contract.

2. Term of Contract

This contract shall be in effect from August 1, 2012 through December 31, 2012, subject to the provisions of this contract relating to termination of this agreement, as set forth below.

3. Scope of Services

The Contractor agrees to partner with the Family Court Division and the Judicial Officers of the 16<sup>th</sup> Judicial Circuit of Missouri in a Truancy Diversion Program to benefit families in Kansas City, Missouri. Judicial Officers of the 16<sup>th</sup> Judicial Circuit of Missouri will preside over Truancy Court sessions. Contractor agrees to provide the following services at Northeast High School:

- Provide sufficient meeting space for all Truancy Court sessions and related activities
- Provide the services of a Case Manager
- Provide the services of a School Principal or Assistant School Principal to oversee all administrative aspects of the program
- Provide program evaluation services
- Familiarize teachers with the program as needed and ensure that the appropriate teachers identify students for the program and complete weekly Truancy Court reports
- Provide office space, telephone, and dedicated phone line for computer modem for individual under contract to Family Court Division or Family Court employee
- Provide breakfast items for each weekly Truancy Court session and food for Family Nights and graduations

The Court agrees to provide incentives for students participating in Truancy Court.

4. Payment

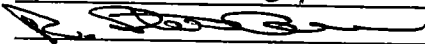
Contractor agrees to reimburse the Court in the amount of \$10,000.00 for the contract term, for services provided to Contractor, by the individual under contract to the Family Court Division or Family Court employee; and \$1,600.00 for breakfast items and food for Family Nights (\$400 per month September-December 2012), for a total payable under the contract not to exceed \$11,600.00 by December 31, 2012.

5. Invoice

The Court agrees to submit an invoice, at minimum, on a monthly basis following the time for which services are being charged in the invoice.

The invoice shall state with specificity the number of units performed, the cost of each unit, and the total amount of reimbursement due for the period of time in which services are being charged.

Invoices shall be sent to the attention of:

40 Kansas City Public Schools,  
Luis M. Cordoba  
1211 McGee  
KCMO 64106.  


Payment shall be sent to:

Annette Heggie  
Manager, Accounting & Purchasing  
Family Court Division  
16<sup>th</sup> Judicial Circuit of Missouri  
625 E. 26<sup>th</sup> St.  
Kansas City, MO 64108

6. Termination

- a. Either party may cancel this contract by giving written notice to the other party no later than thirty (30) days in advance of a specified date of termination.
- b. Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

7. Confidentiality Clause

All information that the Contractor may acquire from the Court in conjunction with the Contractor's services is confidential and is not to be transferred or disclosed to any other individual and/or agency without the specific, written consent of the Court.



8. Severability

If any clause or provision in this agreement shall be adjudged invalid or unenforceable, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

9. Governing Law

This contract shall be construed in accordance with the laws of the State of Missouri without regard to Missouri's choice of law rules, and that Missouri shall be the forum state for all legal proceedings arising out of this agreement.

10. Indemnification

- a. To the extent allowed by law, the Contractor and/or the applicable insurers shall assume all costs of any litigation claims, causes of action and suits (including reasonable attorneys' fees and all costs of investigations) for any actions, injuries, death or causes of action of any nature whatsoever, arising out of the acts, omissions or errors of the Contractor, its employees, agents, independent contractors and/or staff assigned to the Court pursuant to this agreement. The Contractor also agrees, to the extent allowed by law, to indemnify and hold the 16th Judicial Circuit of Missouri, Jackson County, Missouri, the State of Missouri, and all their employees, agents and representatives harmless for any and all liability, claims, demands, causes of action and suits (including reasonable attorneys' fees and all costs of investigations) for any actions, injuries, death or causes of action of any nature whatsoever, arising out of the acts, omissions or errors of the Contractor, its employees, independent contractors, agents and/or staff assigned to the Court pursuant to this agreement. Nothing in this contract will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the State of Missouri, the 16th Judicial Circuit of Missouri, or the Kansas City, Missouri School District.

11. Other Provisions

- a. This agreement does not establish a master/servant or employer/employee relationship. It is intended between the parties that the Court and the District are independent contractors as to each other.
- b. All documents, manuals, and property belonging to the Court, and used by the Contractor, shall be returned to the Court on demand and in no event later than the last day of this term of this agreement. All information obtained by the Contractor from other sources, and used in providing services under this contract, are the exclusive property of the Court, and shall be returned to the Court as provided above.
- c. Any notification under this contract shall be made to:

On behalf of the Court:     Jeffrey A. Eisenbeis  
   Deputy Court Administrator/Family Court

Family Court Division, 16th Judicial Circuit of Missouri  
625 E. 26<sup>th</sup> St.  
Kansas City, MO 64108

On behalf of the Contractor:


KANSAS CITY PUBLIC SCHOOLS  
LUIS M. CORDOBA  
1211 MCGEE  
KC MO 64106

All notices permitted or required by this agreement shall be deemed given when made in written form and delivered personally or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the other party at the address set forth above.

- d. The Court makes no representations that the Contractor will receive any specific number of cases or that the Contractor will be the only source to provide services under this contract. The assignment of cases to the Contractor or any other person is within the sole discretion of the Court.
- e. The Contractor cannot subcontract any provisions of this agreement without the express, written prior consent of the Court.
- f. The Director of Field Services, Family Court, or her designee, shall be notified if personnel problems arise under this contract.
- g. Waiver by either party of any term or condition of this agreement shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of this agreement can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.
- h. The Court reserves the right to review and/or audit Contractor's services and documentation at any time during the contract period.
- i. Contractor certifies, by signing this agreement, that all employees of Contractor are legally eligible to work within the United States. Contractor shall provide proof of legal eligibility upon request by the Court.
- j. Any person whose contact with Truancy Court youth arises out of that person's work in this program shall complete a criminal history background check and a CA/N network background check prior to the beginning of their work with youth in the program.
- k. This contract, and the terms and conditions in the Court's purchase order, contain the entire agreement between the parties to this contract with respect to the matters covered herein, and supersede all proposals and other communication of the parties. No other agreements, representations or warranties, oral or written, have been made or are being made by the parties to this agreement.

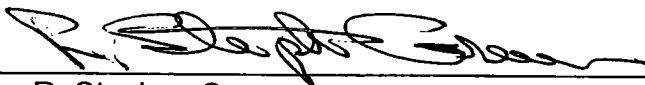
IN WITNESS WHEREOF, the parties execute this agreement.

Family Court Division  
16th Judicial Circuit of Missouri  
625 E. 26<sup>th</sup> Street  
Kansas City, MO 64108

By:   
Mary Marquez  
Acting Deputy Court Administrator/Family Court

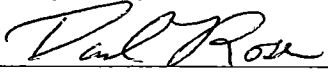
Date: 7-27-2012

and

By:   
R. Stephen Green  
Superintendent of Schools

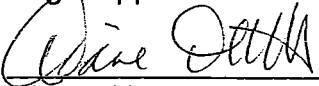
Date: 8/3/12

Budget approval for Family Court:

  
David Rose  
Acting Budget and Fiscal Officer/Family Court

Date: 7/27/12

Legal approval for Family Court:

  
Diane Olmsted  
Assistant Legal Counsel/Family Court

Date: 7/27/12