

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4577

Sponsor(s): James D. Tindall

Date: October 7, 2013

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" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$34,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$34,000</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number FROM / TO</td> <td> FROM ACCT 010-2810 34,000.00 TO ACCT 010-2178-5010 25,398.00 010-2178-5040 1,943.00 010-2178-5050 2,286.00 010-2178-5060 4,373.00 </td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <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: \$ _____</p> <p>Prior Year Budget (if applicable): 16,400.00 Prior Year Actual Amount Spent (if applicable): 13,488.00</p>		Amount authorized by this legislation this fiscal year:	\$34,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$34,000	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number FROM / TO	FROM ACCT 010-2810 34,000.00 TO ACCT 010-2178-5010 25,398.00 010-2178-5040 1,943.00 010-2178-5050 2,286.00 010-2178-5060 4,373.00
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PRIOR LEGISLATION	Prior ordinances and (date): 4521 04/23/13 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 \$34,000 from the unappropriated surplus <u>undesignated fund balance</u> of the 2013 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, 2013 and will continue through July 31, 2014. The total project is \$34,000 and there is no match requirement. <p>Please appropriate the \$34,000 into the accounts listed below:</p> <table style="width: 100%;"> <tr> <td>5010 Regular Salaries</td> <td style="text-align: right;">\$ 25,398.00</td> </tr> <tr> <td>5040 FICA</td> <td style="text-align: right;">1,943.00</td> </tr> <tr> <td>5050 Pension</td> <td style="text-align: right;">2,286.00</td> </tr> <tr> <td>5060 Health Ins</td> <td style="text-align: right;">4,373.00</td> </tr> </table> <p>TOTAL APPROPRIATION: \$ 34,000.00</p>		5010 Regular Salaries	\$ 25,398.00	5040 FICA	1,943.00	5050 Pension	2,286.00	5060 Health Ins	4,373.00		
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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	<u>Contract</u>											
REVIEW	<table border="1" style="width: 100%;"> <tr> <td>Department Director:</td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Director <i>Roy Fairchild</i></td> <td>Date: 09/24/13</td> </tr> <tr> <td>Division Manager: Mary Marquez, Deputy Court Administrator <i>Mary Marquez</i></td> <td>Date: 09/24/13</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table> <p><i>Samuel M... 9/20/13</i></p>		Department Director:	Date:	Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Director <i>Roy Fairchild</i>	Date: 09/24/13	Division Manager: Mary Marquez, Deputy Court Administrator <i>Mary Marquez</i>	Date: 09/24/13	County Counselor's Office:	Date:		
Department Director:	Date:											
Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Director <i>Roy Fairchild</i>	Date: 09/24/13											
Division Manager: Mary Marquez, Deputy Court Administrator <i>Mary Marquez</i>	Date: 09/24/13											
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	\$34,000.00

- 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, 2013 through July 31, 2014, 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 16th Judicial Circuit of Missouri in a Truancy Diversion Program to benefit families in Kansas City, Missouri. Judicial Officers of the 16th 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

The Court agrees to:

- Provide the services of a Family Court Youth Worker
- Provide incentives for students participating in Truancy Court.

4. Payment

a. Contractor agrees to reimburse the Court in an amount not to exceed \$34,000.00 in salary and benefits for the contract term for services provided to Contractor by a designated Family Court employee.

~~b. Contractor agrees to reimburse the Court in an amount not to exceed \$3,600.00 for breakfast items and food for Family Nights [\$400 per month for (9) nine months].~~ 

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. Payment terms are net 30 (thirty) from the date of the invoice. If payment is not received within 30 (thirty) days of the date of the invoice, Contractor shall be considered to be in default and shall have an additional 30 (thirty) days to cure the default. If payment is not received by the end of the 60 (sixty) day period or if arrangements to make the payment have not been offered to, and accepted by, the Court, then the Court may, at its discretion, consider its performance of the remainder of the contract excused.

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: Kansas City Public Schools
c/o Luis M. Cordoba
1211 McGee Street
Kansas City, Missouri 64106

Payment shall be sent to: Annette Heggie
Manager, Accounting
Family Court Division
16th Judicial Circuit of Missouri
625 East 26th Street
Kansas City, Missouri 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: Mary A. Marquez
Deputy Court Administrator/Family Court
Family Court Division, 16th Judicial Circuit of Missouri
625 East 26th Street
Kansas City, MO 64108

On behalf of the Contractor: Kansas City Public Schools
c/o Luis M. Cordoba
1211 McGehee Street
Kansas City, Missouri 64106

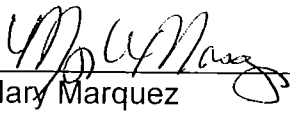
All notices permitted or required by this agreement shall be deemed given when made in written form and delivered personally or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the other party at the address set forth above.

- 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.

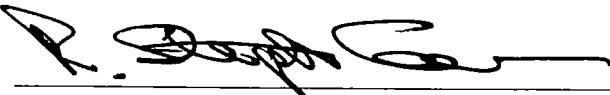
IN WITNESS WHEREOF, the parties execute this agreement.

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

By: 
Mary Marquez
Deputy Court Administrator/Family Court

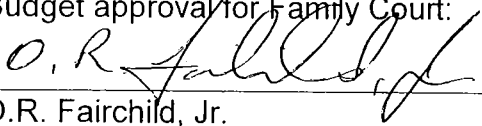
Date: 8-22-2013

and

By: 
R. Stephen Green
Superintendent of Schools

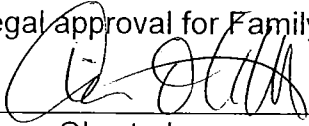
Date: 9-10-13

Budget approval for Family Court:


O.R. Fairchild, Jr.
Budget and Fiscal Operations Officer/Family Court

Date: 08/22/13

Legal approval for Family Court:



Diane Olmsted
Assistant Legal Counsel/Family Court

Date: 8/22/13

	<u>Salary for 2013-2014</u>	<u>5040 FICA</u>	<u>5050 Pension</u>	<u>5060 Health</u>	<u>Total</u>
Unfilled	\$25,397.74	\$1,942.93	\$2,285.80	\$4,373.54	\$34,000.00
Grand Total	<u>\$25,397.74</u>	<u>\$1,942.93</u>	<u>\$2,285.80</u>	<u>\$4,373.54</u>	<u>\$34,000.00</u>