

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4789

Sponsor(s): Alfred Jordan

Date: Oct. 12, 2015

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Independence Truancy Court School Contract</u>																					
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="345 506 1459 850"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$39,000</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>\$39,000</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 39,000.00</td> </tr> <tr> <td></td> <td>TO ACCT</td> </tr> <tr> <td></td> <td>010-2142-5010 27,727.00</td> </tr> <tr> <td></td> <td>010-2142-5040 2,121.00</td> </tr> <tr> <td></td> <td>010-2142-5050 3,993.00</td> </tr> <tr> <td></td> <td>010-2142-5060 5,159.00</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)</p> <p><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): 39,000 Prior Year Actual Amount Spent (if applicable): 39,000</p>		Amount authorized by this legislation this fiscal year:	\$39,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$39,000	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number FROM / TO	FROM ACCT 010-2810 39,000.00		TO ACCT		010-2142-5010 27,727.00		010-2142-5040 2,121.00		010-2142-5050 3,993.00		010-2142-5060 5,159.00
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PRIOR LEGISLATION	Prior ordinances and (date): 4670 10/13/14 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 \$39,000 from the unappropriated surplus of the 2015 Grant fund to cover the Family Court Division's staffing agreements with the Independence School District. The project is named "Independence Truancy Court School 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 July 1, 2015 and will continue through June 30, 2016. The total project is \$39,000 and there is no match requirement. Please appropriate the \$39,000 into the accounts listed below: 5010 Regular Salaries \$ 27,727.00 5040 FICA 2,121.00 5050 Pension 3,993.00 5060 Health Ins 5,159.00 TOTAL APPROPRIATION: \$ 39,000.00																					
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" data-bbox="329 1734 1557 1953"> <tr> <td>Department Director:</td> <td></td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer</td> <td><i>O. R. Fairchild</i></td> <td>Date: 09/18/15</td> </tr> <tr> <td>Division Manager: Mary Marquez, Deputy Court Administrator</td> <td><i>M Marquez</i></td> <td>Date: 09/18/15</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table> <p><i>Mary Jones</i> <i>Brown</i> <i>10/7/15</i></p>		Department Director:		Date:	Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer	<i>O. R. Fairchild</i>	Date: 09/18/15	Division Manager: Mary Marquez, Deputy Court Administrator	<i>M Marquez</i>	Date: 09/18/15	County Counselor's Office:		Date:								
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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	\$39,000.00

- 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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Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 30, 2015

ORD # 4789

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Grant Fund - 010			
2142 Truancy Court-Independence	45336 - Increase Revenues	39,000	
2810	Undesignated Fund Balance		39,000
2810	Undesignated Fund Balance	39,000	
2142 Truancy Court-Independence	5010-Regular Salaries		27,727
2142 Truancy Court-Independence	5040-FICA		2,121
2142 Truancy Court-Independence	5050-Pension		3,993
2142 Truancy Court-Independence	5060-Health Ins		5,159
			
Budgeting		39,000	39,000

**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 Independence 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 July 1, 2015 through June 30, 2016, 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 western Independence, Missouri. Judicial Officers of the 16th Judicial Circuit of Missouri will preside over Truancy Court sessions. Contractor agrees to provide the following services at Nowlin Middle School:

- Provide sufficient meeting space for all Truancy Court sessions and related activities
- Provide the services of a Family School Liaison
- 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 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 \$39,000.00 in salary and benefits for the contract term for services provided to Contractor by a designated Family Court employee.

5. Invoice

The Court agrees to submit an invoice 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: **John Tramel**
Director of Neighborhood & Family Services
Independence School District
201 North Forest Avenue
Independence, Missouri 64050

Payment shall be sent to: **Accounts Payable**
Family Court Division
625 East 26th Street
Kansas City, Missouri 64108

Invoices may be submitted by email to: accountspayable@courts.mo.gov

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.
- c. Immediate termination of this contract may occur for good cause at the Court's discretion.

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. 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 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, and/or the 16th Judicial Circuit of Missouri.

11. Other Provisions

a. This agreement does not establish a master/servant or employer/employee relationship. It is intended between the parties that the Contractor is an independent contractor. Further it is understood as follows:

1) The methods to be employed by the Contractor will be decided upon by the Contractor and not by the Court. The Court will not have any control over the Contractor, except to perform according to this agreement.

- 2) The Contractor will pay any amounts due as a result of the Federal Insurance Contribution Act ("FICA"), the Federal Unemployment Act ("FUTA"), applicable federal, state and local income tax liabilities, and all workers' compensation laws, and will furnish proof of these payments in a reasonable form as requested by the the Court.
 - 3) The Court does not have mandatory rules of conduct for the Contractor.
 - 4) The Contractor will not be treated as an employee with respect to the services performed under this contract for federal, state, or local income tax purposes.
 - 5) For reporting purposes, the Contractor's taxpayer identification number or, in lieu thereof, the Contractor's social security number is: on file.
- 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 MO
625 East 26th Street
Kansas City, Missouri 64108
- On behalf of the Contractor: John Tramei
Director of Neighborhood & Family Services
Independence School District
201 North Forest Avenue
Independence, Missouri 64050
- 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 successfully complete a criminal history background check and a CAIN 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 East 26th Street
 Kansas City, Missouri 64108

By: 
 Mary A. Marquez
 Deputy Court Administrator/Family Court

Date: 8-10-2015

and

Independence School District
 201 North Forest Avenue
 Independence, Missouri 64050

By: 
 Dale Herl
 Superintendent

Date: 8-17-15

Budget approval for Family Court:

O.R. Fairchild, Jr.

Date: 08/02/15

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

Legal approval for Family Court:

Diane Olmsted

Date: 8/6/15

Diane Olmsted
Assistant Legal Counsel/Family Court