

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with the National Center for Fathering to provide training sessions for clients of the Prosecuting Attorney's Office's Family Support Division's Fathering Court project, at a total cost to the County not to exceed \$25,000.00.

RESOLUTION #16808, January 26, 2009

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Prosecuting Attorney's Family Support Division has recommended an agreement with the National Center for Fathering to provide continuing fathering training sessions for clients of the Division's Fathering Court project, at a cost not to exceed \$25,000.00, for the period January 1, 2009, to December 31, 2009; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an Agreement with the National Center for Fathering, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jim D. Haden
Chief Deputy County Counselor

Mary Jo Spino
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16808 of January 26, 2009, was duly passed on February 2, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 2

2.3.09
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 001 4103 56080

ACCOUNT TITLE: General Fund
Family Support
Other Professional Services

NOT TO EXCEED: \$25,000.00

1/22/09
Date

[Signature]
Director of Finance and Purchasing

AGREEMENT
Fathering Court 2009

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 No. 16808.

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:

SERVICES.

The ORGANIZATION agrees to provide the services as set forth in the 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."

TERMS FOR PAYMENT.

The COUNTY agrees to pay ORGANIZATION for services rendered and expenses incurred under this Agreement in an amount not to exceed \$25,000.00 upon receipt of ORGANIZATION'S invoice. ORGANIZATION shall submit invoices specified by the

COUNTY, not more frequently than monthly, for its services under this Agreement.

TERM.

This Agreement shall be effective as of January 1, 2009, and terminate on December 31, 2009.

ACCOUNTING PROCEDURES.

The ORGANIZATION agrees to establish and adopt such accounting standards and forms as required by the COUNTY. It is agreed that the forms used to document the expenditure of these funds may be changed as deemed necessary by the COUNTY.

AUDIT.

The COUNTY reserves the right to audit, during reasonable office hours, the books and records of the ORGANIZATION pertaining to the finances and operations of the ORGANIZATION. All books and records of the ORGANIZATION are to be available at such time and place as requested by the COUNTY.

SUBMISSION OF DOCUMENTS.

No payment shall be made under this contract unless the contracting agency shall have submitted to the County Budget Director (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the

agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Budget Director as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other County contract.

REPORTING REQUIREMENTS.

During the term of this Agreement, ORGANIZATION: (a) shall submit an annual report and other documentation as requested by the COUNTY, to show that funds paid to the ORGANIZATION by the COUNTY were used for the purpose of this Agreement and as set forth in this Agreement (said annual report shall be submitted no later than 15 days from the last day of the Agreement term); (b) will provide a copy of the ORGANIZATION'S current annual financial audit if deemed applicable by the COUNTY; and (c) shall submit an annual activity report and other documentation, such as participant evaluation forms, as requested by the COUNTY, that describes the services that the ORGANIZATION provided through this Agreement; and (d) shall submit said annual activity report no later than 15 days from the last day of the Agreement's term. Failure to provide said reports as required may disqualify ORGANIZATION from future contracts with the COUNTY.

LIABILITY.

No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers or employees.

may thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the COUNTY of any kind, except as to (I) the portions of the amounts due under this agreement for which funds shall have been appropriated and budgeted or are otherwise available and (ii) COUNTY'S other obligations and liabilities under this agreement relating to, accruing or arising prior to such termination.

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.

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 24 day of February, 2009.

JACKSON COUNTY, MISSOURI

NATIONAL CENTER FOR FATHERING

By MS
Michael D. Sanders
County Executive

By Pete Groves
Title President, COO

APPROVED AS TO FORM:

ATTEST:

Mark S. Jones
Mark S. Jones
County Counselor

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.

2/23/09
Date


Director of Finance & Purchasing

Account No. 001-4103-56080
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