

RCR
3/2/11

Res. 17488

AGREEMENT
Fathering Court 2011

THIS AGREEMENT is hereby made by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the COUNTY," and **NATIONAL CENTER FOR FATHERING**, PO Box 413888, Kansas City, MO 64141, hereinafter referred to as "the ORGANIZATION", and its execution by the County Executive is authorized by Resolution No. 17488.

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 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."

2. **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

FILED
MAY 10 2011
MARY JO CRAND
COUNTY CLERK

submit invoices specified by the COUNTY for its services under this Agreement, as are listed on Exhibit A.

3. **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.

4. **TERM.** This Agreement shall be effective as of January 1, 2011, and terminate on December 31, 2011.

5. **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.

6. **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.

7. **SUBMISSION OF DOCUMENTS.** No payment shall be made under this contract unless the contracting agency shall have submitted to the County Director of Finance and Purchasing (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 Director of Finance and Purchasing 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.

8. **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.

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.

10. **INFORMATIONAL MEETINGS.** The ORGANIZATION'S designated fiscal representative shall attend meetings pertaining to this Agreement or services described herein when so requested by the COUNTY. Fiscal representatives shall be prepared to answer any questions concerning payments relative to this Agreement.

The ORGANIZATION's designated service program representative shall also attend informational meetings called by the COUNTY for purposes of improving services.

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.

Further, this Agreement may be terminated by the COUNTY upon thirty (30) days written notice. In the event that no funds or insufficient funds are appropriated and budgeted by the Jackson County, Missouri governing body to satisfy the obligations of the COUNTY under this agreement for any fiscal period, and funds are not otherwise available by any means whatsoever, in any fiscal period in which payments are due for the services provided under this agreement, then COUNTY may, not less than sixty (60) days prior to the end of such applicable fiscal period, notify in writing ORGANIZATION and any known assignee of ORGANIZATION of such occurrence. Upon such notification, this agreement 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.


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.

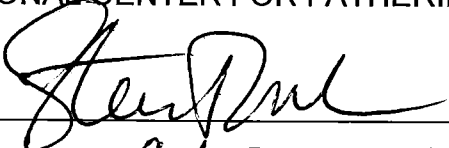
13. **INCORPORATION.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 4 day of March, 2011.

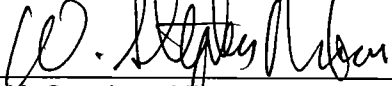
JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive

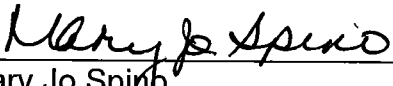
NATIONAL CENTER FOR FATHERING

By 
Title CTO 2/26/11

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

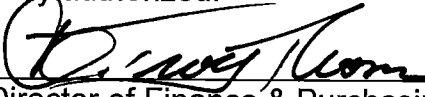
ATTEST:


Mary Jo Spino
Clerk of Legislature

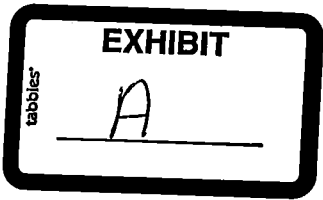
REVENUE CERTIFICATE

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 \$25,000.00 which is hereby authorized.

March 1, 2011
Date


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

41032011002



**National Center for Fathering
Father Training Proposal**

**Budget Request
Calendar Year 2011**

Program Element

*Quenching the Father Thirst*TM Training Class \$ 21,000*
(3 classes billed at \$7,000 per class)

Each Class Includes:

- Twelve, 2-hour small group sessions held at Pioneer Campus of Penn Valley Community College
- Class graduation event to include families
- Pre- and post-training assessments
- All class room materials, supplies, refreshments and recognition items
- Individual mentoring session for each class participant

*Quenching the Father Thirst*TM Women's or Men's Intensive Training Class 4,000*

Each Class Includes:

- Six, 2-hour small group sessions held at Pioneer Campus of Penn Valley Community College
- Class graduation event to include families
- Pre- and post-training assessments
- All class room materials, supplies, refreshments and recognition items
- Individual mentoring session for each class participant

Reimbursable Expenses 0*

Out-of-pocket costs for program materials, meeting costs, facility rental, assessments, office supplies, transportation and recognition items.

*All expenses are included in the program fees above.

TOTAL CURRENT YEAR \$25,000