

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$18,750.00 from the fund balance of the 2010 Grant Fund to cover the Family Court Division's Truancy Court Project with the Independence School District.

ORDINANCE #4224, August 16, 2010

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the Family Court Division has entered into a reimbursement agreement with the Independence School District ("District") for the period January 1, 2010, to December 31, 2010, pursuant to which the District will provide funds to the Family Court Division for staffing the Truancy Court Project; and,

WHEREAS, the Truancy Court Project 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 2010 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
010-2142	45336 - Increase Revenue	\$18,750	
010-2810	Undesignated Fund Balance		\$18,750
010-2810	Undesignated Fund Balance	\$18,750	
Circuit Court			
Family Court			
Truancy Court School Contract 10			
010-2142	55010 - Regular Salaries		\$17,418.00
010-2142	55040 - FICA		\$ 1,332.00

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

APPROVED AS TO FORM:

Jim D. Haden
Chief/Deputy County Counselor

[Signature]
Acting County Counselor

I hereby certify that the attached Ordinance, Ordinance #4224 introduced on August 16, 2010, was duly passed on August 30, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

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

8/30/10
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4224.

8/30/2010
Date

[Signature]
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: \$18,750.00

August 11, 2010
Date

[Signature]
Director of Finance and Purchasing

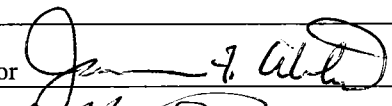
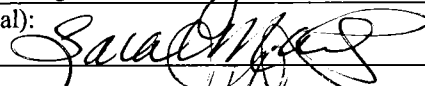
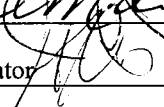
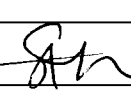
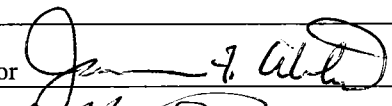
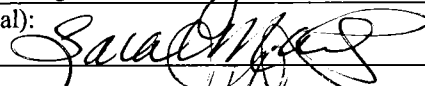
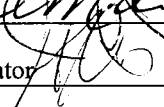
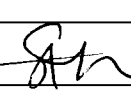
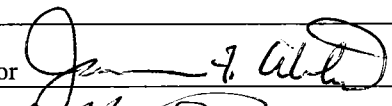
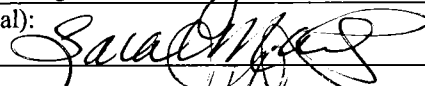
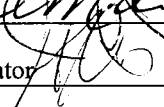
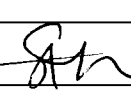
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4224

Sponsor(s): James D. Tindall

Date: August 16, 2010

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Independence Truancy Court School Contract</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="324 504 1442 724"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$18,750</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>\$18,750</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 18,750.00 TO ACCT 010-2142 18,750.00</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): 21,250 Prior Year Actual Amount Spent (if applicable): 21,250</p>	Amount authorized by this legislation this fiscal year:	\$18,750	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$18,750	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number FROM / TO	FROM ACCT 010-2810 18,750.00 TO ACCT 010-2142 18,750.00		
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PRIOR LEGISLATION	<p>Prior ordinances and (date): 4181 12/14/09 Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775</p>												
REQUEST SUMMARY	<p>This is a request to appropriate \$18,750 from the unappropriated surplus of the 2010 Grant fund to cover the Family Court Division's staffing agreements with the Independence School District.</p> <p>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 January 1, 2010 and will continue through December 31, 2010. This project is a supplement to another grant so that both awards cover the full expenses of the staff involved. The total project is \$18,750 and there is no match requirement. Please appropriate the \$18,750 into the accounts listed below:</p> <p>5010 Regular Salaries \$ 17,418.00 5040 FICA 1,332.00</p> <p>TOTAL APPROPRIATION: \$18,750</p>												
CLEARANCE	<p><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)</p>												
ATTACHMENTS													
REVIEW	<table border="1" data-bbox="316 1703 1518 1948"> <tr> <td>Department Director: James Abbott, Fiscal and Budget Director</td> <td></td> <td>Date: 7/27/10</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td></td> <td>Date: 8/9/10</td> </tr> <tr> <td>Division Manager: Jeff Eisenbeis, Deputy Court Administrator</td> <td></td> <td>Date: 07/27/10</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>	Department Director: James Abbott, Fiscal and Budget Director		Date: 7/27/10	Finance (Budget Approval): <i>If applicable</i>		Date: 8/9/10	Division Manager: Jeff Eisenbeis, Deputy Court Administrator		Date: 07/27/10	County Counselor's Office:		Date:
Department Director: James Abbott, Fiscal and Budget Director		Date: 7/27/10											
Finance (Budget Approval): <i>If applicable</i>		Date: 8/9/10											
Division Manager: Jeff Eisenbeis, Deputy Court Administrator		Date: 07/27/10											
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	\$18,750.00

- 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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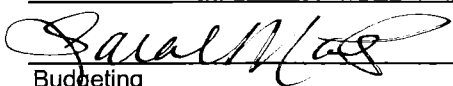
Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 9, 2010

ORD # 4224

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Grant Fund - 010			
2142 - Independence Truancy Court School	45336 - Increase Revenues	18,750.00	
2810	Undesignated Fund Balance		18,750.00
2810	Undesignated Fund Balance	18,750.00	
2142 - Independence Truancy Court School	55010 - Regular Salaries		17,418.00
2142 - Independence Truancy Court School	55040 - FICA		1,332.00
	Total	18,750.00	18,750.00


8/9/10
 Budgeting

**FAMILY COURT DIVISION
SIXTEENTH JUDICIAL CIRCUIT
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 January 1, 2010 through December 31, 2010, 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 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 \$18,750.00 for the contract term, for services provided to Contractor, by the individual under contract to the Family Court Division or Family Court employee.

5. Invoice

The Court agrees to submit an invoice on a weekly 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: Brad Smith
Director of Family Centered Services
Independence School District
3225 S. Noland Rd.
Independence, Missouri 64055

Payment shall be sent to: Annette Heggie
Manager, Accounting & Purchasing
Family Court Division
16th Judicial Circuit of Missouri
625 E. 26th 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. 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 Sixteenth 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 Sixteenth 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: _____.
- 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, Sixteenth Judicial Circuit
625 E. 26th St.
Kansas City, MO 64108

On behalf of the Contractor: Brad Smith
Director of Family Centered Services
Independence School District
3225 S. Noland Rd.
Independence, Missouri 64055

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.

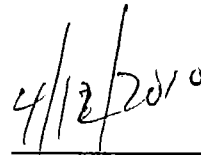
IN WITNESS WHEREOF, the parties execute this agreement.

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

By: _____


Jeffrey A. Eisenbeis
Deputy Court Administrator/Family Court

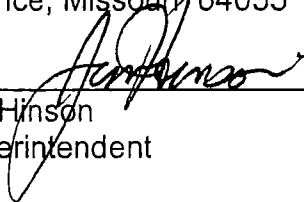
Date: _____



and

Independence School District
3225 S. Noland Rd.
Independence, Missouri 64055

By: _____


Jim Hinson
Superintendent

Date: _____



Approved as to legal form and content for Family Court:



Diane Olmsted
Assistant Legal Counsel/Family Court

Date: 4/12/2010