

COOPERATIVE AGREEMENT

MyARTS – Artist Mentor

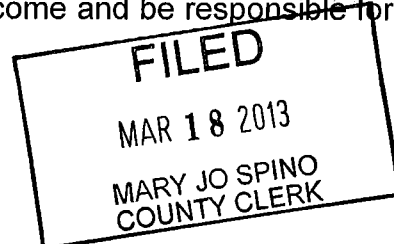
THIS AGREEMENT entered into this 6th day of MARCH, 2013, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as “the County,” and **NATALIE COLLAR**, 1409 West 11th Street, Kansas City, MO 64101, hereinafter referred to as “Mentor,” is for the common purpose of Artist Mentor for the MyARTS Program, and its execution is authorized by Resolution 18086.

WHEREAS, Mentor has agreed to provide services as the Artist Mentor under the terms and conditions of the MyARTS program and in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, Mentor and the 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 Mentor respectively agree as follows:

1. **Services.** Mentor shall serve as an artist and mentor for the MyARTS program, which exposes high risk youth to a variety of possible work opportunities, as is more fully set out in the attached Exhibit A, and incorporated herein by its reference.
2. **Independent Contractor.** Mentor shall work as an independent contractor and not as an employee of the County. Based upon her expertise and knowledge, Mentor shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. Mentor shall report all earnings received hereunder as gross income and be responsible for her



own Federal, State and Local withholding taxes and all other taxes, and operate her business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

3. **Payment.** For services rendered under this Agreement, the County shall pay Mentor a fee of \$26,000.00, at a rate of \$20 per hour for twenty-five (25) hours per week. Mentor shall be paid on a monthly basis for each month under this Agreement upon receipt of Mentor's invoice. Mentor's invoice shall itemize all services performed during the month. The County shall pay such invoices in a timely manner. The first payment shall be due upon the submission of Mentor's first invoice and the execution of this Agreement.

4. **Non-Appropriation.** In the event that no funds or insufficient funds are appropriated and budgeted by the Jackson County, Missouri, governing body to satisfy its obligations under this agreement for any fiscal period, and funds are not otherwise available by any means whatsoever, then County may notify Mentor in writing 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. In the event of such termination and notwithstanding the foregoing, County agrees (a) that it will under take all reasonable efforts to obtain appropriations of funds for all fiscal periods during which this Agreement is scheduled to remain in effect; and (b) that County will not during the Term of this Agreement, give priority in the application of funds to any other functionally similar Agreement.

5. **Expenses.** Mentor shall be responsible for her own expenses related to the services provided under this Agreement. However, if the Prosecuting Attorney's Office or the County requires Mentor to attend any conference or meeting for the benefit of the County then the County shall be required to pay all travel expenses on behalf of Mentor (e.g. registration fees, airfare, lodging, meals, etc.) based upon actual costs of such registration, airfare and lodging and by the County's established per diem for reimbursement of meals and mileage from funds available through the Prosecuting Attorney's Office.

6. **Duration and Termination.** This Agreement shall commence as of January 1, 2013, and shall continue through December 31, 2013.

7. **Assignment.** Mentor agrees, in addition to all other provisions herein, that she will not assign any portion or the whole of this Agreement without the prior written consent of the County.

8. **Confidentiality.** Mentor shall not communicate, divulge or utilize any confidential information concerning her activities, staff, volunteers, or other stakeholders, either during or after the term of the Agreement, other than in the course of performance of services pertaining to this Agreement.

9. **Remedies for Breach.** Mentor agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and failure to do so shall represent and constitute a breach of this Agreement. In such event, Mentor consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days notice to Mentor; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Mentor all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.

10. **Severability.** If any covenant and other provision of this Agreement is found to be invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless otherwise expressly stated herein.

11. **Conflict of Interest.** Mentor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever have an interest in or receive any benefit from the profits emoluments of this Agreement.

12. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Mentor assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Mentor shall sign an affidavit, attached hereto and incorporated herein as

Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

13. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Mentor shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Mentor, its officers, employees or agents during the performance of this Agreement.

14. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties hereto.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
this 18th day of March, 2013.

APPROVED AS TO FORM

W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

Michael D. Sanders
Michael D. Sanders,
County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

NATALIE COLLAR
By Natalie Collar
Tax ID No. 511-02-4564

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement 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 \$26,000.00 which is hereby authorized.

3/14/2013
Date

Q. Tracy Vann
Director of Finance and Purchasing
Account Number: 008-4156-56080

41562013002

Natale Collar

JOB TITLE: Screen Printing Artist Mentor

DATES OF EMPLOYMENT: January 1, 2013 through December 31, 2013

BUDGET: \$20 per hour - \$26,000 per year
Not to exceed 25 hours a week

DESCRIPTION: Part-time teaching / mentor position

MyARTS began in 2006 downtown Kansas City Missouri as an art program for youth with five art studios: visual (painting), screen printing, photography, sculpture, ceramics and graphic design. MyARTS has since opened a new location in Independence, MO off the Independence Square. The east location acts as a community center with after-school programs for youth ages 14-19 and workshops for all ages of youth.

GENERAL RESPONSIBILITIES:

- Artist Mentors will be responsible for their studios at all times.
- Artist Mentors will be expected to plan and facilitate projects within their studios.
- Teach apprentices skills and tools needed to perfect their art.
- Maintain daily progress report on each apprentice. Report will be handed in weekly.
- Artist Mentors and Apprentices will collaborative on creative projects, some specifically commissioned by clients.
- Facilitate cooperation between all apprentices in the studio.
- Act as positive role models and resource for participants / apprentices and other staff members, supporting participants' academic, cultural and art interests.
- Maintain professional relationships with all other staff members and apprentices.
- Provide support of program activities related to the MyARTS Program.
- Abide by all rules and policies set forth by the MyARTS Program and enforce said rules and policies fairly and consistently.

SPECIFIC JOB DUTIES:

- Facilitate the execution of art work of young artists in the Screen Printing Studio.
- Manage studio supply usage, reinforce art techniques and keep an entrepreneurial mindset.
- Work with studio youth in the creation of design from research to executing, assisting in show hanging, art work presentation, writing of artist statements, and research of current trends with t-shirt designs.
- Exhibit professional communications with commissioned clientele / customers.
- Maintain good time-management skills within the studio.
- Work with youth on the design and completion of t-shirt jobs for organizations and individuals.
- Work with youth on the design and completion of t-shirts for the MyARTS store and various events throughout the year

Natale Collar
nat.collar@gmail.com

EDUCATION

University of Kansas

December 2010

Bachelor of Fine Arts in Sculpture

Minor in Psychology

Overall GPA 3.31

Study Abroad

Peruvian Cultures and Disabilities

Spring 2007

Directed Study

Internship with Early Jewelry

Spring 2009

Service Learning

Van Go Mobile Arts

Spring 2010

EMPLOYMENT

Lawrence Arts Center

Preschool Teacher Aide

Fall 2007-Spring 2009

Spencer Museum of Art

Art Instructor

It Starts With Art Program

Spring 2011

MyARTS

Screen Printing Mentor

January 2012-Present

KAW Collective

Owner

June 2012-Present

GALLERY SHOWINGS

Jackpot Music Hall

Lawrence, KS

Benefit Show for Worldwide Impact Now

Curated/Donated Work

Summer 2008

Red Door Gallery

Kansas City, MO

Fall 2008

University of Kansas

Senior Art Exhibit

Spring 2011

Bourgeois Pig

Trash Lion

March 2012

KAW Collective

Later Y'all

December 2012

ADDITIONAL EXPERIENCE

Highlands University

Las Vegas/Santa Fe, New Mexico

Spring 2009

Group Iron Pour/Gallery Tour

SPECIAL SKILLS/TRAVEL

Microsoft Word, Excel, Powerpoint, Photoshop, PC and Mac, Internet

Conversational in Spanish

Traveled to Mexico, Canada, Peru, Costa Rica, China and Indonesia

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity or individual shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Natalie Collar**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Natalie Collar**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature
SCREENPRINTING ARTIST MENTOR
Title

NATALIE COLLAR
Printed Name
3/6/13
Date

Subscribed and sworn before me this 6th day of March, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 9-10-14.

Tina Wise
Signature of Notary

3-6-13
Date

