

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into this 24th day of February, 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **ARTS TECH**, a Missouri not-for-profit organization, 1522 Holmes, Kansas City, MO 64106, hereinafter referred to as "Arts Tech."

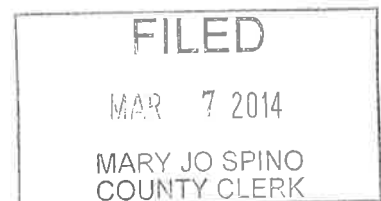
WITNESSETH:

WHEREAS, by Resolution 18383, dated February 3, 2014, the Legislature did authorize the County Executive to execute a Cooperative Agreement with Arts Tech for the MyARTS program which provides youth with apprenticeship training followed by a part-time paid entrepreneurial position in which the youth will produce a marketable arts product, at a cost to the County of \$155,000.00;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Arts Tech respectively promise, covenant and agree with each other as follows:

1. **Services.** Arts Tech shall provide a safe, secure, clean and usable space to operate the MyARTS program, and shall manage the building where young adults will be working, as is more fully set out in the Roles and Responsibilities, attached hereto and incorporated herein as Exhibit A.

2. **Terms of Payment.** For services rendered under this Agreement, the County shall pay Arts Tech a total amount not to exceed \$155,000.00. One twelfth of this sum, \$12,916.66, shall be paid on a monthly basis for each month under this Agreement upon receipt of Arts Tech's invoice. The County shall pay such invoices in a



timely manner.

3. **Submission of Documents.** No payment shall be made under this contract until the contracting Arts Tech shall have submitted to the County's 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) an audited financial statement for the Arts Tech's most recent fiscal year; (3) the Arts Tech's most recent IRS Form 990, if applicable, (4) a statement of the Arts Tech's total budget for its most recent fiscal year; and (5) a detailed explanation of actual expenditures of County funds pertaining to final payments and payments on contracts for future years.

4. **Equal Opportunity.** Arts Tech agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, the Arts Tech agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

5. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Arts Tech pertaining to its finances and operations.

6. **Default.** If Arts Tech shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Arts Tech within ten days of its receipt of said notice, the County may, at

its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.

7. **Conflict of Interest.** Arts Tech 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 or emoluments of this Agreement.

8. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Arts Tech 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, Arts Tech 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.

9. **Severability.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons 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 so expressed herein.

10. **Term.** This Agreement shall be effective January 1, 2014, and shall terminate on December 31, 2014. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only

for those services actually performed by the Arts Tech as verified by the County's audit.

11. **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 Arts Tech 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 Arts Tech during the performance of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 24th
day of February, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

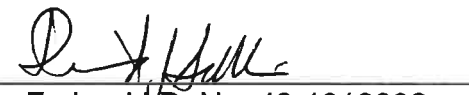

W. Stephen Nixon
County Counselor

By: 
Michael D. Sanders
County Executive

ATTEST:

ARTS TECH


Mary Jo Spino
Clerk of the Legislature

By: 
Federal ID. No. 43-1013392

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 \$155,000.00 which is hereby authorized.

February 25, 2014
Date


Director of Finance and Purchasing
Account No. 008-4156-56080

41562014002



Arts Tech's Roles and Responsibilities: MyARTS 2014

Roles and Responsibilities

ArtsTech's role is to provide a safe, secure, clean, and usable space to operate the MyARTS program and manage the building where young adults will be working ArtsTech will:

1. ArtsTech will make available 1,600+ square feet to house the ceramics and visual art studios and offer store space and access to gallery for art shows.
2. ArtsTech will pay for the utilities, liability insurance, janitorial service, maintenance, and provide ample parking for employees
3. Provide technology service including networking and computer setup services

ArtsTech will also serve as MyARTS employer. ArtsTech will be responsible for:

1. Recruiting and hiring of eligible youth employees
2. Submitting employment information to IRS, State of Missouri, and the City of Kansas City, Missouri
3. Paying employees bi-monthly according to ArtsTech's policies and procedures
4. Maintain employee timesheets and pertinent records
5. Secure Workmen's Compensation Insurance
6. As employees of ArtsTech, youth workers will be subject to all employment policies and procedures including but not limited to work schedule, evaluations, grievances, substance abuse, and termination
7. Providing employee data to authorized officials including monthly budget update reports
8. Assist COMBAT in accurately and timely completing required paperwork

Cost for salaries, payroll expenses, supplies and employment administration for MyARTS apprentices is **\$155,000**.

MyARTS 2014 Budget

Category	Costs	Notes
Youth Payroll Expenses	\$ 110,000.00	Costs include salaries, payroll taxes, and supplies for up to 70 art apprentices
Administrative Services	\$ 45,000.00	Costs include liability insurance, Workmens' Compensation, payroll taxes, payroll preparation, etc.
Total	\$ 155,000.00	

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity 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 **ArtsTech**, 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, **ArtsTech**, 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.)

David J. Sullivan
Authorized Representative's Signature

David J. Sullivan
Printed Name

Executive Director
Title

2/24/14
Date

Subscribed and sworn before me this 24th day of February, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on March 17, 2014.

Georgetta Counce
Signature of Notary

2/24/14
Date

