

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Consulting Agreement with Jennifer Osborne of Kansas City, MO, to serve as an artist-mentor for the MyARTS program, at an actual cost to the County not to exceed \$39,000.00.

RESOLUTION #17149, January 25, 2010

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Prosecuting Attorney recommends the execution of a Cooperative Agreement with Jennifer Osborne of Kansas City, MO, to serve as an artist-mentor for the MyARTS program, at a cost to the County not to exceed \$39,000.00; and,

WHEREAS, the MyARTS program exposes high risk youth to a variety of possible work opportunities through a 72-hour apprenticeship, followed by a paid, part-time entrepreneurship position; and,

WHEREAS, the artist-mentor will provide training through the MyARTS apprenticeship program in the areas of entrepreneurship, business law, accounting, sales, promotions/marketing, and research; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, MO, that the County Executive be and hereby is authorized to execute an agreement with Jennifer Osborne of Kansas City, MO, at an actual cost to the County not to exceed \$39,000.00, 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 agreements.

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

APPROVED AS TO FORM:

Deputy/Assistant County Counselor



Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17149 of January 25, 2010, was duly passed on February 1, 2010 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

Nays 0

Abstaining 0

Absent 1

2-1-10
Date



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: 008 4156 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Prosecutor Comm Crime/Drug Prevention Program
Other Professional Services
NOT TO EXCEED: \$39,000.00

January 23, 2010
Date



Director of Finance and Purchasing

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this 18 day of February, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **JENNIFER OSBORNE**, 4166 State Line Road, Kansas City, KS 66103, hereinafter referred to as "Artist Mentor."

WHEREAS, by Resolution 17149, dated January 25, 2010, the Legislature did authorize the execution of an agreement with an Artist Mentor for the MyARTS program as recommended by the Prosecuting Attorney; and,

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

1. **Services.** The Artist Mentor agrees to provide mentoring services as set forth in the job description and budget, attached hereto as Exhibit A.
2. **Payment.** The County shall pay Artist Mentor on a monthly basis, at the hourly rate of \$25.00 per hour, in a total amount not to exceed \$39,000.00 during the contract period. Payment shall be made upon the County's receipt of Artist Mentor's monthly invoice detailing services rendered.
3. **Terms.** This Agreement shall be effective as of January 1, 2010, and terminate December 31, 2010.
4. **Compliance.** Artist Mentor agrees that it will at all times comply with all conditions of this Agreement and will utilize County's funds solely in connection with this Agreement and Exhibit A. No payment shall be made if Artist Mentor is out of compliance

FILED
FEB 18 2010
MARY JO
COUNTY CLERK

on any other County contract or County ordinance.

5. **Assignability**. Artist Mentor shall not assign the performance of any services to be provided under this Agreement without the written consent of the County.

6. **Liability and Indemnification**. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers or employees. Artist Mentor shall indemnify, defend and hold County harmless from any and all claims, liabilities, damages, and 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 Artist Mentor during the performance of this Agreement.

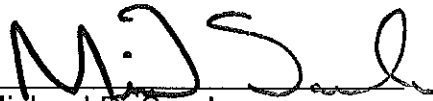
7. **Default and Termination**. If Artist Mentor shall default in the performance or observation of any term, or condition of this Agreement, the County shall give Artist Mentor written notice setting forth the default. If said default shall continue by Artist Mentor for 10 days after receipt of the notice, the County may at its election terminate the contract and withhold any payments not yet made to Artist Mentor. Said election shall not in any way limit the County's rights to seek other legal redress and this Agreement may be terminated by the County upon thirty (30) days written notice.

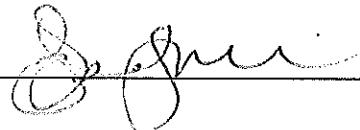
8. **Conflict of Interest**. The Artist Mentor expressly warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits and emoluments of this Agreement with the knowledge of the Artist Mentor.

9. **Incorporation.** This Agreement and the attached Exhibit A incorporate the entire understanding and agreement of the parties.

JACKSON COUNTY, MISSOURI

JENNIFER OSBORNE

By: 
Michael D. Sanders
County Executive

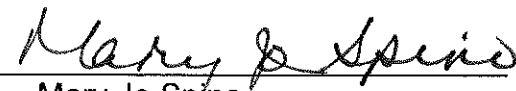
By: 
Title: Assistant Mayor

APPROVED AS TO FORM:

Federal I.D. No.: 491-96-9198

By: 
Pamela Fellin
Acting Chief Deputy County Counselor


ATTEST:

By: 
Mary Jo Spino
Clerk of the County 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 treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$39,000.00 which is hereby authorized.


Date


Director of Finance and Purchasing
Account No. 008-4156-5608
41562010001