

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** transferring \$16,457.00 within and appropriating \$164,581.00 from the unappropriated surplus of the 2008 Anti-Drug Sales Tax Fund in acceptance of a grant from the Missouri Department of Public Safety, and authorizing the County Executive to execute Cooperative Agreements with Arts Tech and Deana Bellamaganya for the Prosecuting Attorney's Office's Sentenced to the Arts program, at an aggregate cost to the County not to exceed \$164,581.00.

**ORDINANCE #3966**, January 7, 2008

**INTRODUCED BY** James D. Tindall, County Legislator

WHEREAS, the Missouri Department of Public Safety has awarded the County a grant in the amount of \$197,497.75, a portion of which is to be used to fund the Prosecuting Attorney's Sentenced to the Arts program; and,

WHEREAS, this program provides expressive therapy programs and services to adjudicated youth; and,

WHEREAS, the Prosecuting Attorney's Office recommends Cooperative Agreements with Arts Tech, which will provide oversight and implementation of the program, and Deana Bellamaganya, who will manage and direct the program; and,

WHEREAS, the cost of this portion of the Sentenced to the Arts program is \$165,581.00, which includes a local match of \$16,457.00, for which a transfer and appropriation are necessary; and,

WHEREAS, the County Executive recommends said appropriation and transfer; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the unappropriated surplus of 2008 Anti-Drug Sales Tax Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
2008 Anti-Drug Sales Tax Fund			
Grant Match			
008-4135	56798 - Grant Match	\$ 16,457	
	Increase Revenue	\$148,124	
008-2810	Unappropriated Surplus		\$164,581
008-2810	Unappropriated Surplus	\$164,581	
Prosecuting Attorney			
Sentenced to The Arts 07-08			
008-4189	56080 - Other Professional Services		\$ 51,022
008-4189	56790 - Other Contractual Services		\$ 113,559

and,

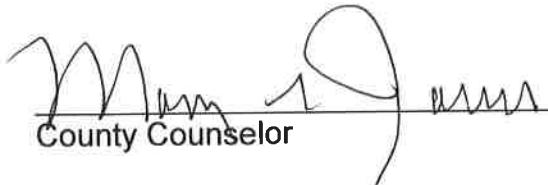
BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute Cooperative Agreements with Arts Tech at a cost to the County not to exceed \$113,559.00 and Deana Bellamaganya at a cost to the County not to exceed \$51,022.00, in forms to be approved by the County Counselor; and,

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contracts.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached Ordinance, Ordinance #3966 introduced on January 7, 2008, was duly passed on January 22, 2008 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.

1-23-08  
Date

  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #3966.

1/23/2008  
Date

  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 008 4135 35798  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Grant Match  
Grant Match  
NOT TO EXCEED: \$16,457.00

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

ACCOUNT NUMBER: 008-2810  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Unappropriated Surplus  
NOT TO EXCEED: \$164,581.00


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 4189 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Sentenced to the Arts 07-08  
Other Professional Services  
NOT TO EXCEED: \$51,022.00

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 4189 56790  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Sentenced to the Arts 07-08  
Other Professional Services  
NOT TO EXCEED: \$113,559.00

11/7/08  
Date

  
Director of Finance and Purchasing

**COOPERATIVE AGREEMENT**  
Sentenced to the Arts-Project Manager

THIS AGREEMENT entered into this 11<sup>th</sup> day of January, 2008, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **DEANNA BELLAMAGANYA**, hereinafter referred to as "Project Manager," is for the common purpose of Project Manager's services for the Sentenced to the Arts program, and its execution is authorized by Ordinance No. 3966.

WHEREAS, Project Manager has agreed to provide services as the Project Manager under the terms and conditions of the Sentenced to the Arts Grant and in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, Project Manager 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 Project Manager respectively agree as follows:

I. **Services.** Project Manager shall fulfill her contractual obligations by providing services in accordance with and pursuant to the terms and conditions contained in the Budget Narrative attached hereto as Exhibit A.

II. **Independent Contractor.** Project Manager shall work as an independent contractor and not as an employee of the County. Project Manager 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. Project Manager 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.

III. **Payment.** For services rendered under this Agreement, the County shall pay Project Manager a fee not to exceed \$51,022.00. Project Manager shall invoice the County for services rendered on a monthly basis, and the County shall pay such invoices in a timely manner. The first payment shall be due upon the submission of Project Manager's first invoice and the execution of this Agreement.

IV. **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 Project Manager 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.

V. **Expenses.** Project Manager 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 Project Manager 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 Project Manager (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.

VI. **Duration and Termination.** This Agreement shall commence as of January 1, 2008, and shall continue through September 30, 2008.

VII. **Assignment.** Project Manager 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.

VIII. **Confidentiality.** Project Manager 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.

IX. **Remedies for Breach.** Project Manager 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, Project Manager consents and agrees as follows:

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

X. **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.

XI. **Conflict of Interest.** Project Manager 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.

XII. **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 Project Manager 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 Project Manager, its officers, employees or agents during the performance of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23<sup>rd</sup> day of January, 2008.

APPROVED AS TO FORM


JACKSON COUNTY, MISSOURI


  
Mark S. Jones, County Counselor

  
Michael Sanders, County Executive

ATTEST:

DEANNA BELLAMAGANYA

  
Mary Jo Spino  
Clerk of the Legislature

By   
447-78-2915  
Federal ID or S.S. #

**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 \$51,022.00 which is hereby authorized.

1/23/08  
Date

  
Director of the Department of Finance

Account Number:

008-4189-56080

41892008001

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into this 11 day of March, 2008, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **ARTS TECH**, a Missouri not-for-profit corporation, hereinafter referred to as "Arts Tech."

WHEREAS, the Jackson County Prosecutor's Office has been awarded a grant by the Missouri Department of Public Safety for the Sentenced to the Arts program , which will be overseen and implemented by Arts Tech; and,

WHEREAS, Arts Tech shall be the intermediary between the Jackson County Prosecutor's Office, City of Kansas City, and the artists involved in the program; and,

WHEREAS, County desires to contract for Arts Tech's services out of County Anti-Drug Sales Tax funds; and,

WHEREAS, this Agreement defines the rights and obligations of the parties;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Arts Tech shall use County's funds to perform services in connection with the Sentenced to the Arts program, set out on the document attached hereto as Exhibit A.
2. The County agrees to pay Arts Tech at a cost to the County not to exceed \$113,559.00.
3. Arts Tech agrees that it will at all times comply with all conditions of said grant and proposal and will utilize County's funds solely in connection with the Sentenced to the Arts Program which will involve adjudicated youth in an arts education program, community service, and expressive therapy, to prepare youth to live drug-free lives. Arts Tech further agrees that it will provide all services set out in Exhibit A and will comply with

all conditions of said grant.

4. Arts Tech agrees that all grant funds shall be subject to audit by the County.

5. Arts Tech shall provide monthly reports summarizing all activities of the grant program to County. Upon completion of the program's term, Arts Tech shall submit a narrative report to the COMBAT administrator, which shall include specifics as to expenditures of grant monies as set forth in Exhibit A.

6. If the Sentenced to the Arts program is terminated by the Missouri Department of Public Safety during its terms, or if Arts Tech is otherwise found to be out of compliance with the grant proposal, then Arts Tech shall promptly refund County's funding to County. If the grant is terminated or if Arts Tech is found to be out of compliance, Arts Tech shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination or finding of non-compliance.

7. This Agreement shall be effective as of January 1, 2008, and extend through December 31, 2008, unless sooner terminated pursuant to paragraph 6 above.

8. No payment shall be made under this contract unless the contracting agency shall have submitted to the County's Budget Director (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 Budget Director 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.

9. Arts Tech agrees, in addition to all other provisions herein that Arts Tech shall not assign any portion or the whole of this Agreement without the prior written consent of the County.

10. 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.

11. 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, its officers, employees or agents during the performance of this Agreement.

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

JACKSON COUNTY, MISSOURI

ARTS TECH

By: MSa  
Michael D. Sanders, County Executive

By: [Signature]  
Title: Executive Director

Federal I.D. No.: 49-181399

APPROVED AS TO FORM:

By: [Signature]  
Mark S. Jones, County Counselor

ATTEST:

By: [Signature]  
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 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 \$113,559.00 which is hereby authorized.

Date 3/4/08

[Signature]  
Director of the Department of Finance

Account No: 008-4189-56790  
4189 2008 002

STTAP Year VIII Budget - January 2008 - September 2007

REVENUE	Amount	# of Youth	Notes
			Year IX Allocation - January 2008 - September 2008
			Programming - January 2008 - September 2008
<b>TOTAL</b>	<b>\$ 113,559.00</b>		
<b>EXPENSES</b>			
<b>ArtsTech (formerly Pan-Educational Institute)</b>	<b>\$ 19,743.75</b>		Year IX Administrative, Coordination, and Development
<b>McCune Residential Facility</b>	<b>\$ 5,000.00</b>		
Grupo Beribazu - Capoeira		10	Thursday Nights - 6:45PM - 8:45PM - 2 hrs. per week (44)
SoulReal Productions		10	
<b>Hilltop Residential Facility</b>	<b>\$ 5,000.00</b>		
Grupo Beribazu - Capoeira		8	Once a week - 2 hours per week (44)
SoulReal Productions		8	Saturdays - 10:00AM - Noon
<b>JCFC Group Homes</b>			
Pathways	\$ 2,200.00	10	Legacy-Tuesdays, 6:00PM-7:30PM, and Grupo Beribazu-Tuesday Nights - 7:00PM-8:15PM - Every other Week
Waldron Boys' Home	\$ 5,500.00	10	Legacy - Wednesdays - 6:00PM - 7:30PM; SoulReal Productions
Jackson Halfway House	\$ 2,200.00	10	Legacy - Thursdays - 6:00PM-8:00PM and Grupo Beribazu - Tuesdays - 5:45PM-7:15PM - Every other week
ASSET/Sanctions Area	\$ 1,500.00	30	Four (4) EQUIP Sessions - 15 hour sessions; SoulReal Productions
United Music Foundation Studio	\$ 4,200.00	8	Wednesdays - two (2) hours
Don Bosco Charter School	\$ 1,000.00	4	
Hickman Mills Management School II	\$ -	10	Funds leftover from FY '07
DeLaSalle Ed Ctr	\$ 3,000.00	8	
Fort Osage SD	\$ 1,500.00	5	Capoeira - Sam Good

## STTAP Year VIII Budget - January 2008 - September 2007

<b>Detention Residential Center</b>			
Ensemble Theatre - Karen Paisley	\$ 2,000.00	20	Friday nights, 5:00PM - 7:00PM Poetry Performances
<b>Area I</b>			
EQUIP Artists	\$ 2,000.00	10	Four (4) EQUIP Sessions - 15 hour sessions - Legacy
<b>Area II</b>			
UNEEK	\$ 2,000.00	10	
<b>Area III</b>			
Independent Filmmakers	\$ 1,500.00	13	Four (4) EQUIP Sessions - 15 hour sessions
<b>Summer 2008</b>	<b>\$ 25,000.00</b>	<b>210</b>	
<b>Culminating Event</b>	\$ 6,500.00		May-08
<b>Performing Art Event-Youth</b>	\$ 10,000.00	30	Summer 2008
<b>Equipment and Supplies</b>	\$ 2,500.00		Telephone, computers, etc.
<b>Exhibit Preparation and Display</b>	\$ 9,715.25		Brochures, exhibits, etc.
<b>Moitoring Site Visits</b>	\$ 1,500.00		Patricia Perraya
<b>Totals</b>	<b>\$ 113,559.00</b>	<b>424</b>	
<b>Over/Under Funds</b>	<b>\$ -</b>		