

COOPERATIVE AGREEMENT
Sentenced to the Arts-Project Manager

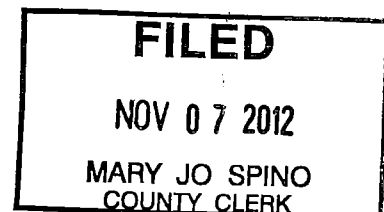
THIS AGREEMENT entered into this 7 day of NOV., 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **DEANA BELLAMAGANYA**, 536 Olive Street, Kansas City, MO 64124, hereinafter referred to as "Project Manager," is for the common purpose of Project Manager's services for the Sentenced to the Arts program, and its execution is authorized by Ordinance No. **4463**.

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:

1. **Services**. Project Manager shall manage and direct the Sentenced to the Arts Program for the County Prosecutor's Office under the direction of the Anti-Drug Program Administrator. Project Manager shall perform services including, but not limited to, conducting site visits, prepare monthly financial reports, coordinate Enforcement Team meetings, participate in COMBAT events, maintain a website, design brochures, assist with media relations, establish new and strengthen existing partnerships to support the drug prevention efforts of the County Prosecutor's Office through the arts,



and other duties as is more fully described in the documents attached hereto as Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** Project Manager shall work as an independent contractor and not as an employee of the County. Based upon her expertise and knowledge, 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, 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 Project Manager a fee of \$53,040.00. One twelfth of this sum, \$4,420.00, shall be paid on a monthly basis for each month under this Agreement upon receipt of Project Manager's invoice. Project Manager'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 Project Manager'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 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.

5. **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.

6. **Duration and Termination.** This Agreement shall commence as of October 1, 2012, and shall continue through September 30, 2013.

7. **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.

8. **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.

9. **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.

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.** 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.


12. **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.

13. **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 7 day of Nov:, 2012.

APPROVED AS TO FORM



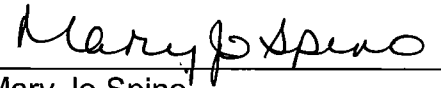
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI



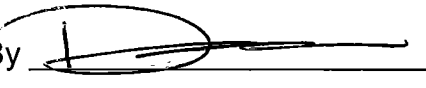
Michael D. Sanders,
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

DEANNA BELLAMAGANYA

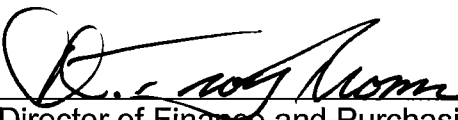
By 

Federal Tax ID: 447-78-2915

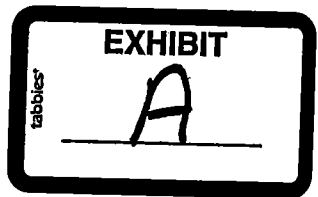
REVENUE CERTIFICATE

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 \$53,040.00 which is hereby authorized.

November 6, 2012
Date



Director of Finance and Purchasing
Account Number: 008-4164-56080
41642012002



Deana Bellamaganya
"Sentenced to the Arts" Program (STTP) – JABG Program Manager

Start Date:
October 1, 2012 – September 30, 2013
\$53,040.00

Contractual Position:

Expected Outcomes:

- Youth participate in a venue of their choice through STTAP
- Work with the STTAP Re-Entry Coordinator on identifying eligible youth to participate in the re-entry portion of STTAP resulting in a successful transition into the community.
- Well executed events involving STTAP program youth.
- A functioning website – linked to the Jackson County Prosecutor's website that addresses art initiatives.
- Completed and timely expenditure reports.

Position Description/Duties:

Oversee all JABG projects for the Jackson County Prosecutor's Office under the direction of the Anti-Drug Program Administrator

- STTAP & Re-Entry Program.
- Work with STTAP Re-Entry Coordinator on re-entry portion of STTAP.
- Conduct site visits on all programs, including communication with artists & various partners.
- Meet with finance monthly to do expenditure reports and program reports.
- Plan events for programs including art shows and community service projects each year.
- Coordinate Enforcement Team Meetings and correspondence.
- Meet with ArtsTech and Jackson County Family Court regularly and address concerns and report outcomes to STTAP Director.
- Enforce & oversee re-entry of identified eligible program youth as part of their treatment plan. Weekly reports will be provided by STTAP Re-Entry Coordinator.
- Participation in COMBAT events.
- Maintain website.
- Responsible for graphic design work, such as flyers, brochures, etc.
- Attend yearly mandatory meetings in Jefferson City.
- Assist the STTAP Director with all media correspondence and community relations.
- Establish new and strengthen existing partnerships within the community to support the drug prevention efforts of the Jackson County Prosecutor's Office through the arts.
- Work with STTAP Re-Entry Coordinator on scheduling meetings with JC Family Court DJO's and other staff regarding re-entry.
- Other duties as needed.

Position involves traveling within the city to the program sites, which may fall during the day, in the evenings, or on weekends. There will be some traveling outside of the to occasional conferences, training, etc., which the County will be responsible for reimbursement of travel expenses.

Meet with the Anti-Drug Program Administrator, Angela Gravino, weekly to discuss programs, events, etc. Angela Gravino is the immediate supervisor for the JABG Program Manager, Deana Bellamaganya.