

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into this 29 day of October, 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **ARTSTECH – CENTER FOR YOUTH ENTERPRISE**, 1522 Holmes Street, Kansas City, MO 64108, a Missouri not-for-profit corporation, hereinafter referred to as "ArtsTech."

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 ArtsTech; and,

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

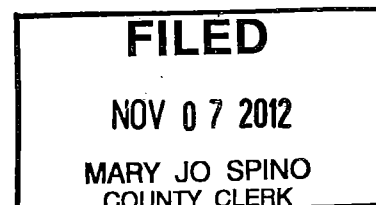
WHEREAS, County desires to contract for ArtsTech's services out of County Anti-Drug Sales Tax funds; and,

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

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

1. ArtsTech shall use County's funds to perform administrative services in connection with the Sentenced to the Arts program, as is more fully set out in the Service Agreement attached hereto as Exhibit A and incorporated herein by reference.

2. For services rendered under this Agreement, the County shall pay ArtsTech a fee of \$120,234.00. One quarter of this sum, \$30,058.50, shall be paid quarterly upon receipt of ArtsTech's invoice for the periods ending December 31, 2012, March 31, 2013, June 30, 2013, and September 30, 2013. The County shall pay such



invoices in a timely manner. The first payment will be issued upon the submission of ArtsTech's first invoice and the execution of this Agreement.

3. ArtsTech 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. ArtsTech further agrees that it will provide all services set out in Exhibit A and will comply with all conditions of said grant.

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

5. ArtsTech shall provide monthly reports summarizing all activities of the grant program to County. Upon completion of the program's term, ArtsTech 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 ArtsTech is otherwise found to be out of compliance with the grant proposal, then ArtsTech shall promptly refund County's funding to County. If the grant is terminated or if ArtsTech is found to be out of compliance, ArtsTech 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 October 1, 2012, and extend

through September 30, 2013, 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 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) 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 Director of Finance and Purchasing 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. ArtsTech agrees, in addition to all other provisions herein that ArtsTech shall not assign any portion or the whole of this Agreement without the prior written consent of the County.

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

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

(Signature page to follow)

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

By Michael D. Sanders  
Michael D. Sanders  
County Executive

ATTEST:

ARTSTECH – A CENTER FOR YOUTH  
ENTERPRISE

By: Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

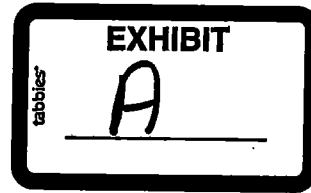
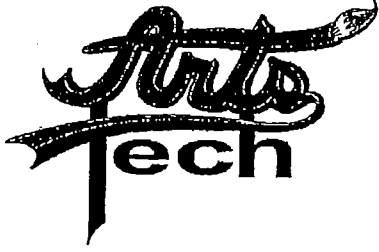
By: David J. Sull  
Title: Executive Director  
Federal Tax ID: 43-1013392

**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 \$120,234.00 which is hereby authorized.

November 6, 2012  
Date

D. Ross Thomas  
Director of Finance and Purchasing  
Account No: 008-4164-56790  
41642012001



A CENTER FOR YOUTH ENTERPRISE

Service Agreement between COMBAT & ArtsTech
to Administer and Coordinate the "Sentenced to the Arts" Project
October 1, 2012 – September 30, 2013

ArtsTech is pleased to be part of the "Sentenced to the Arts" Project (STTAP), which is part of the KC Futures 150 initiative to create a seamless art service delivery system for adjudicated and at-risk youth. ArtsTech will perform all duties as outlined in the JABG grant. Expected STTAP administrative/coordination duties are:

- Determine actual target population – adjudicated youth is the top priority
Assess Family Court and eligible schools/students needs
Develop a "menu" of needed art and expressive therapy services
Create efficient and equitable delivery of service mechanism
Solicit and contract with quality "fine arts" and expressive therapy service providers
Schedule activities between service providers and target populations
Serve as special liaison/coordinator for Jackson County Family Court
Coordinate data collection activities with evaluators and providers
Coordinate community service component as needed for adjudicated youth
Disburse funds to service providers and schools as per contractual arrangements
Secure independent financial audit for period ending June 30, 2013
Complete all required reports, especially COMBAT administrative requirements
Other duties as needed

ArtsTech is prepared to administer duties required to successfully complete this project. This contract period begins October 1, 2012 and ends September 30, 2013. Of the \$120,234 Year XIV STTAP funds, \$30,058.50 is for ArtsTech's administrative and coordination fee.

Thank you for the opportunity to be of service. I look forward to our continued partnership.

Signed:

Signature of David J. Sullivan
David J. Sullivan
Executive Director
ArtsTech – A Center for Youth Enterprise

September 27, 2012
Date

Signature of Jean Peters Baker
Jean Peters Baker
Prosecuting Attorney
Jackson County, Missouri