#### Ordinance No. 100436

Ord. 4214

# COOPERATIVE AGREEMENT FOR SERVICES JACKSON COUNTY PROSECUTOR'S OFFICE ARTSTECH – A Center for Youth Enterprise MyARTS Program 2009 Justice Assistance Grant

THIS COOPERATIVE AGREEMENT is made and entered into this 15th day of June 2010, by and between the City of Kansas City, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as "the City," Jackson County Prosecutor's Office, hereinafter referred to as "the County," and ARTSTECH – A center for Youth Enterprise, hereinafter referred to as "ARTSTECH."

#### WITNESSETH:

WHEREAS, the City, and the County, and ARTSTECH desire to enter into a cooperative agreement for the purpose of performing certain activities in furtherance of grants awarded by the U. S. Department of Justice, Office of Justice Programs to facilitate the reduction of crime and improvement of public safety; and

WHEREAS, the City desires the services of the County, and ARTSTECH in connection with the MyARTS program based on the City's and the County's commitment to fund such services through the administration of the grant; and

NOW, THEREFORE, the parties mutually agree as follows:

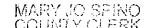
1. SCOPE OF SERVICES. The City, the County, and ARTSTECH will undertake the implementation of the U. S. Department of Justice, Office of Justice Programs as outlined in this Agreement.

The City shall distribute a total amount of \$40,000.00 to the County to be used for the MY ARTS program to be distributed on a monthly basis, as detailed below, upon Arts Tech's compliance with the terms of this Agreement.

Arts Tech will bill the County, in the form acceptable to the County, and in compliance with the requirements of the U. S. Department of Justice, Office of Justice Programs on the following basis:

Upon completion of each task set forth below, Arts Tech shall invoice the County, stating completion of the task and all actual reasonable expenses incurred and allowed under this Contract and the amount due. County, upon receiving the invoice, and upon review and approval of the expenses, shall remit payment.

- 2. OBLIGATIONS OF CITY. The City shall:
  - a. Coordinate with the County in furtherance of such grant.
- 3. OBLIGATIONS OF COUNTY. The County shall:
  - a. Provide funding in the amount of forty thousand dollars and no cents (\$40,000) to be deposited in an account established by the County for disbursement to the ARTSTECH for services provided as outlined in EXHIBIT C of this agreement.



- 4. OBLIGATIONS OF COUNTY AND ARTS TECH. The County and Arts Tech shall:
  - a. Both parties will comply with all general, financial, and reporting requirements set forth under Justice Assistance Grant ("JAG") guidelines attached in Exhibit A and B and made a part herein by reference.
  - b. Arts Tech will provide monthly invoices and submit adequate information to the County in order for the City to provide quarterly reports to the Department of Justice which identifies each expenditure of the JAG funds with a separate report by the grant year including description of the budget line item, check number and description of each individual expenditure. Encumbered funds are also to be reported in like manner.
  - c. Both parties will use the funds allocated under the grant as fully set out in the Justice Assistance Grant Program Budget.
- 5. OBLIGATIONS OF ARTSTECH. ARTSTECH SHALL:
  - a. Provide services as outlined in Exhibits C.
- 6. MATERIALS AND SITE. The County and ARTSTECH agree to provide the work space and all equipment and materials necessary for the implementation of the program.
- 7. PERSONNEL. The County and ARTSTECH represent that they have employed, or will employ at their own expense, all personnel required in performing the services required under this Agreement. Further, the County and ARTSTECH agree to comply with all employment eligibility requirements and employment preference as more fully set forth in Exhibit A.
- 8. TIME OF PERFORMANCE. The services of County and ARTSTECH will commence upon execution of this Agreement and are to be completed on August 31, 2011.
- 9. TOTAL AMOUNT OF COMPENSATION. The City agrees to pay County a sum not to exceed forty thousand (\$40,000) as full and complete compensation for the My ARTS program services to be rendered under this Agreement, in accordance with the budget attached to this Agreement as "Exhibit B". Such compensation is subject to the availability of grant funds from the U. S. Department of Justice, Office of Justice Programs and receipt of funds from the County and the City.
- 10. REPORTS, DATA AND OTHER DOCUMENTS. Upon completion of this Agreement, all rights to any reports, documents, databases, computer programs and other deliverable products produced, prepared or obtained by the County and ARTSTECH, specifically for the work covered by this Agreement, will become the property of the City. City reserves the right to pursue any copyright for the materials or program developed under this Agreement.
- 11. TERMINATION FOR CONVENIENCE. The City, the County, and ARTSTECH may terminate this Agreement at any time by giving five (5) days notice in writing to the other parties. If the Agreement is terminated by the City under this paragraph ARTSTECH will be paid for all services and items ordered associated with the project up to the date of

termination and the County will be reimbursed an amount proportional to the expenses incurred by ARTSTECH reimbursed by the City. In the event of termination, all finished or unfinished documents and reports or other material prepared by the County and ARTSTECH under this Agreement will become the property of City and ARTSTECH will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

- 12. INTEREST OF MEMBERS OF CITY AND OTHERS. No officer, member or employee, of the City and no member of its governing body, may participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds of this Agreement. The County 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.
- 13. EARNINGS TAX. The County and ARTSTECH will withhold City earnings tax from the wages of its employees working within the City in a timely fashion in accord with Section 68-386, Code of Ordinances of Kansas City, Missouri and is responsible for the payment of all taxes, including earnings taxes and occupational license fees.
- 14. DISCRIMINATION. The County and ARTSTECH agrees to comply with all provisions of Public Law 101-336 as well as 28 CFR Part 35 and 29 CFR Part 1630, as applicable (Americans with Disabilities Act), as amended from time to time during the course of this Agreement.
- 15. EXPERT WITNESS. During the pendency of this Agreement, no persons under the control of the County and ARTSTECH may accept any employment as an expert witness in any threatened or pending litigation against the City.
- 16. COMPLIANCE WITW LAW. The County and ARTSTECH must comply with all applicable laws, ordinances and codes, and regulations of the federal, state and local governments in performing any of the work embraced in this Agreement.
- 17. INDEMNIFICATION. The County and ARTSTECH will indemnify and save harmless the City, its officers, employees and agents from and against any and all loss of or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of the acts and/or omissions of the County and ARTSTECH or their employees arising out of this Agreement, and the County and ARTSTECH agree to defend the City in any action or proceeding brought thereon.
- 18. AMENDMENTS. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, affects or modifies any of the terms or obligations contained in this Agreement. Any such verbal agreement or conversation shall be considered as unofficial information in no way binding upon the City or the County, and ARTSTECH. The Agreement may be amended only in writing signed by all of the parties to this Agreement.

- 19. CITY AUDITOR. The County and ARTSTECH agree that the City Auditor of the City or any duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the County and ARTSTECH involving transactions related to this Agreement.
- 20. PUBLICATIONS. The County shall submit one copy of all reports and proposed publications resulting from this agreement thirty (30) days prior to public release. Any publications (written, visual, or sound), whether published at the County and ARTSTECH or the government's expense shall contain the following statements: (NOTE: this excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grants No. 2009-DJ-BX- 0647 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view of this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

All publicity releases or publications mentioning contracted activities will include a reference that this is a joint project of the City of Kansas City, Missouri and Jackson County COMBAT, and ARTSTECH.

- 21. INCORPORATION OF FEDERAL / STATE LAWS AND REGULATIONS.

  ARTSTECH and the County shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations provided under this cooperative agreement which may be set forth in Exhibit A to this cooperative agreement. The federal/state laws and regulations applicable to the use of funds under this cooperative agreement including but not limited to those set forth in Exhibit A to this cooperative agreement are incorporated and made part of this cooperative agreement by reference. ARTSTECH and the County agree that it is their responsibility to obtain and familiarize themselves with those laws and regulations. All laws and regulations incorporated into this cooperative agreement shall include all subsequent amendments.
- 22. NOTICES. Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, regular mail, postage prepaid, or upon receipt by personal or telefacsimile delivery, addressed to:

If to the City:

City of Kansas City, Missouri

Neighborhood and Community Services

Attn: Deletta L. Dean - Manager

4th Floor, City Hall 414 East 12th St.

Kansas City, Missouri 64106

Phone: 816-513-3220 Fax: 816-513-3201

If to the COUNTY: Jackson County Prosecutor's Office

Attn: Tina Wise 415 East 12<sup>th</sup>, 11<sup>th</sup> Floor Kansas City, Missouri 64106

Phone: 816-881-3555 Fax: 816-881-3814

If to ARTSTECH:

ARTSTECH - A Center for Youth Enterprise

Attn: David Sullivan 1522 Holmes Street

Kansas City, Missouri 64108-1536

Phone: 816-461-0201 Fax: 816-461-0210

This information may be changed by giving the other party ten (10) days notice in writing.

WARRANTY. The City, the County and ARTSTECH warrant that each has the 22. authority to enter into this Agreement and that all necessary approvals have been given.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Signed: July (3, 2010, 2010	
Attest:	CITY OF KANSAS CITY, MISSOURI A Constitutional Charter City
Viehe Thompson City Clerk	By: David Park, Acting Director, Neighborhood & Community Services Dept.
Approved as to form and legality:	
Assistant City Attorney	
Attest:  Mary Jo SPINO CLERK OF COUNTY LEGISLATURE	JACKSON COUNTY, MISSOURI  By:  Jackson County Executive Federal I.D. No. 440000524
Approved as to form:  William G. Snyder ACTING COUNTY COUNSELOR	JACKSON COUNTY, MISSOURI PROSECUTING ATTORNEY  By:  Jackson County Prosecuting Attorney  ARTSTECH - A Center for Youth Enterprise  By:  Executive Director
	Federal I.D. No. 431013392

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance, City of Kansas City, Missouri

## **REVENUE CERTIFICATE**

	balance otherwise unencumpered to the credit of the
	ntract is chargeable, and a cash balance otherwise
unencumbered in the treasury fro	om which payment is to be made, each sufficient to meet
the obligation of \$40,000	which is hereby authorized.
0 0 -	
July 13, 2010	Decos Com
Date V	Director of Finance and Purchasing
	Acct. # <u>010 - 411 8 - 56790</u>
	41/22010001

#### EXHIBIT "A"

#### I. GENERAL REQUIREMENTS

#### A. Civil Rights

The County and ARTSTECH agree to comply with nondiscrimination requirements contained in various Federal laws. Specifically, the statute that governs programs or activities funded by the Office of Justice Programs (OJP) (Section 809(c), Omnibus Crime Control & Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d, prohibits such discrimination, as follows:

No person in any State shall on the grounds of race, color, religion, national origin, sex [or disability]\* be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available under this title.

\*Section 504 of the Rehabilitation Act of 1973 prohibits identical discrimination on the basis of disability.

The County and ARTSTECH agree that failure to submit an acceptable Equal Employment Opportunity Plan, approved by the Office for Civil Rights (if is required to submit one pursuant to 28 CFR, 42.302), is a violation of its certified assurances and may result in the suspension of funding obligation authority.

If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability, or age against the County and/or ARTSTECH, the County and/or ARTSTECH agrees to forward a copy of the findings to the OJP Office for Civil Rights.

#### B. Eligibility for Employment in the United States

The County and ARTSTECH agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the recipient of Federal funds to verify that persons employed by the recipients, are eligible to work in the United States.

## C. Employment Preference for Former Members of the Armed Forces

The County and ARTSTECH give suitable preference in the employment of persons as additional law enforcement officers or support personnel to members of the Armed Forces who were separated or retired involuntarily due to the reductions in the Department of Defense.

#### II. FINANCIAL REQUIREMENTS

### A. Grant Funds Must Supplement and Not Supplant

The County and ARTSTECH covenants that the Justice Assistance Grant funds will not be used to supplant local funding. Arts Tech agrees that Federal funds will be used to supplement existing funds for program activities, not replace funds already appropriated for the same purpose. Potential supplanting will be the subject of postaward monitoring and audit. If there is a potential presence of supplanting, Arts Tech will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Further, Arts Tech agrees to comply with the coordination and nonsupplanting requirements in the Omnibus Crime Control and Safe Streets Act of 1968, as amended. Arts Tech agree that violations of this requirement can result in suspension of future funds under this Justice Assistance Grant Program and recoupment of monies provided under this grant in addition to possible civil and/or criminal penalties.

# B. Certifications, Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace

The County and ARTSTECH agree to comply with the certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," and 28 CFR Part 67, "Government-Wide Debarment and Suspension (Nonprocurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)."

## C. Suspension or Termination of Funding

The City may suspend, in whole or in part, or terminate funding for the County and ARTSTECH for any of the following reasons:

- The County or ARTSTECH's failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, Block Grants Program guidelines issued thereunder, or other provisions of Federal law.
- The County or ARTSTECH's failure to adhere to the requirements, standard conditions, or special conditions.
- Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- The County or ARTSTECH's failure to submit reports.
- The County or ARTSTECH's filing a false report or document.
- Other good cause shown.

#### III. REPORTING REQUIREMENTS

#### A. Progress Reports

The County and ARTSTECH agrees to submit adequate information to allow the City to produce an initial quarterly report for the first full calendar quarter, followed by semiannual progress reports for the remainder of the grant period. The progress reports describe activities during the reporting period and the status or accomplishment of objectives as set forth in the approved grant application. Progress reports are due on the 15<sup>th</sup> day following the end of the reporting period, which is August 31, 2011. A final report,

which provides a summary of activities and significant results from this Justice Assistance Grant Program, is due 80 days after the end date of the grant.

#### B. Financial Status Reports

Required financial status reports (SF 269A) are due quarterly on the 40th day following the end of each calendar quarter. A report must be submitted for every quarter the award is active.

#### IV. PROHIBITED USES OF PROGRAM FUNDS

The County and ARTSTECH agree that except for those items strictly prohibited under the U. S. Department of Justice, Office of Justice Programs, equipment may be purchased as long as the items are directly related to basic law enforcement functions.

The County and ARTSTECH may not use funds under this program to purchase, lease, rent or otherwise acquire the following items or services:

- Tanks or armored personnel carriers;
- Fixed-wing aircraft;
- Limousines;
- Real estate:
- Yachts;
- Consultants:
- Vehicles not primarily used for law enforcement;

1

New construction.

Costs incurred in the renovation of facilities are allowed when specifically approved by BJA and the Office of the Comptroller. Costs incurred as an incidental and necessary part of activities under an LLEBG purpose area that do not constitute capital expenditures are allowed but may not exceed 10 percent of the total funds utilized in a given purpose area. Prior approval from the City for the use of funds for renovation activities is required.

Expenditures for helicopters or helicopter parts are acceptable as long as the purchases support basic law enforcement functions. Expenditures on gun buy-back programs are also acceptable.

The County and ARTSTECH may use monies to retain the services of a contractor agency (defined under this program as private, nonprofit entities or community-based organizations). However, individual consultants are specifically prohibited.

#### "Exhibit B" - Addendum

#### Insurance

Arts Tech shall procure and maintain in effect throughout the duration of this agreement insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this agreement, Arts Tech shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the

following provisions:

Severability of Interests Coverage applying to Additional Insureds

Contractual Liability

Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.

d. No Contractual Liability Limitation Endorsement

Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of: Workers' Compensation Statutory

Employers Liability \$100,000

Accident with limits of: \$500,000

Disease-policy limit \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to В. City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that the City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Arts Tech shall provide to the City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, C.

and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by City, it is the responsibility of Arts Tech to maintain the required D. insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Arts Tech's failure to maintain the required insurance in effect, the City may order Arts Tech to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this agreement as provided for herein and by law.

#### "Exhibit C"

# MyARTS Program City of KCMO – ARTSTECH, Jackson County Missouri ARTSTECH – A Center for Youth Enterprise Budget

#### **ARTSTECH Duties/Role**

Cost: \$40,000

Rent at \$5,000 per month for 8,700 square feet which provides workspace in the form of five art studios (ceramics, graphic design, visual arts, photography, and silk-screen printing) and a 8,000 foot gallery and conference room. ARTSTECH will make available the gallery for youth art shows, fundraisers, and special events.

# STATE OF MISSOURI



# Robin Carnahan Secretary of State

# CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

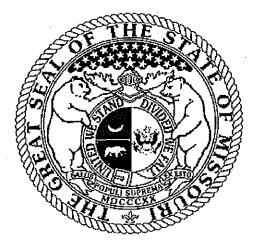
#### ARTSTECH N00014329

was created under the laws of this State on the 13th day of September, 1973, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 28th day of April, 2009

n Amahan

Secretary of State



Certification Number: 11700622-1 Reference: Verify this certificate online at http://www.sos.mo.gov/businessentity/verification

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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 07/07/2010

PRODUCER Phone: (913) 906-9511 Fax: (913) 906-9610 COMMERCIAL & PERSONAL INSURANCE AGENCY 11191 ANTIOCH, SUITE 106 OVERLAND PARK KS 66210				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
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	ARTSTECH				INSURER B: Twin City Fire Insurance Company				
		PHOLMES ST. ISAS CITY MO 64108		Īī	INSURER C:				
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#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.