

COOPERATIVE AGREEMENT
MyARTS – Visual Arts Lead Artist Mentor

THIS AGREEMENT entered into this 4 day of March, 2011, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as “the County,” and **JENNIFER OSBORNE**, 603 Valentine Road, Kansas City, MO 64111, hereinafter referred to as “Mentor,” is for the common purpose of Visual Arts Lead Artist Mentor for the MyARTS Program, and its execution is authorized by Resolution 17499.

WHEREAS, Mentor has agreed to provide services as the Visual Arts Lead Artist Mentor under the terms and conditions of the MyARTS program and in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, Mentor 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 Mentor respectively agree as follows:

1. **Services.** Mentor shall serve as an artist and mentor for the MyARTS program, which exposes high risk youth to a variety of possible work opportunities, as is more fully set out in the attached Exhibit A, and incorporated herein by its reference.
2. **Independent Contractor.** Mentor shall work as an independent contractor and not as an employee of the County. Based upon her expertise and knowledge, Mentor 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. Mentor shall report all earnings received hereunder as gross income and be responsible for her

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COUNTY

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 Mentor a fee of \$39,000.00, at a rate of \$25 per hour for thirty (30) hours per week. Mentor shall be paid on a monthly basis for each month under this Agreement upon receipt of Mentor's invoice. Mentor'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 Mentor'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 Mentor 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.** Mentor 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 Mentor 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 Mentor (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 January 1, 2011, and shall continue through December 31, 2011.

7. **Assignment.** Mentor 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.** Mentor 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.** Mentor 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, Mentor consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days notice to Mentor; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Mentor 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.** Mentor 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.

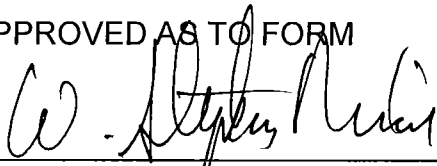
12. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Mentor shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including 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 Mentor, 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.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 4 day of March, 2011.

APPROVED AS TO FORM



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI



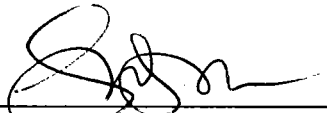
Michael D. Sanders,
County Executive

ATTEST:



Mary Jo Spind
Clerk of the Legislature

JENNIFER OSBORNE

By 

491-46-9190

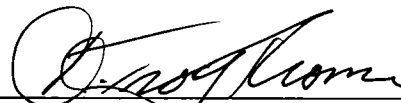
Federal ID or S.S. #

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 \$39,000.00 which is hereby authorized.

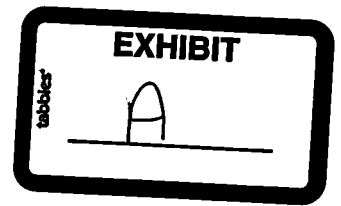
March 2, 2011

Date



Director of Finance and Purchasing
Account Number: 008-4156-56080

41562011002



MyARTS (Metropolitan Youth Arts & Technology for Students)

The MyARTS Program will expose youth to a variety of possible work opportunities through a 72-hour apprenticeship, followed by a paid part time entrepreneurship position. The apprenticeship / leadership program will place Metropolitan teens in small groups with professional urban artist / designers and young artist mentors to design, create and sell art products. With fully equipped, staffed studios, MyARTS will conduct business management training, beyond the creative aspect of the program to produce productive, highly skilled, and dependable young artist and technicians. The training areas will include: entrepreneurialism, business law, accounting, selling, promotions / marketing, and research.

Jennifer Osborne

JOB TITLE: Visual Arts Lead Artist Mentor

DATES OF EMPLOYMENT: January 1, 2011 through December 31, 2011

BUDGET: \$25 per hour

Not to exceed 30 hours a week

DESCRIPTION: Part-time teaching / mentor position

Exciting new art entrepreneurial concept developing in the Crossroads Arts District for aspiring young artists. Art studios include: visual (painting), textiles, photography, sculpture, ceramics and graphic design.

RESPONSIBILITIES:

- Artist Mentors will be responsible for their studios at all times.
- Artist Mentors will be expected to plan and facilitate projects within their studios.
- Teach apprentices skills and tools needed to perfect their art.
- Maintain daily progress report on each apprentice. Report will be handed in weekly.
- Artist Mentors and Apprentices will collaborative on creative projects, some specifically commissioned by clients.
- Facilitate cooperation between all apprentices in the studio.
- Act as positive role models and resource for participants / apprentices and other staff members, supporting participants' academic, cultural and art interests.
- Maintain professional relationships with all other staff members and apprentices.
- Provide support of program activities related to the MyARTS Program.
- Abide by all rules and policies set forth by the MyARTS Program and enforce said rules and policies fairly and consistently.