

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into this 12th day of October, 2015, 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,

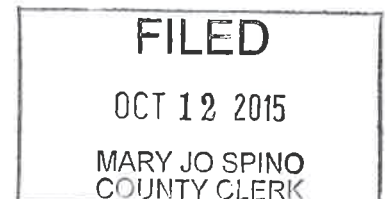
WHEREAS, ArtsTech shall be the intermediary between the Jackson County Prosecuting Attorney's Office and the artists involved in the program; and,

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 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 in the amount of \$170,391.60. Upon execution of this Agreement, the County shall pay ArtsTech one-fifth of this sum, or \$34,078.32. The remaining sum of \$136,313.28 shall be payable on a quarterly basis in four equal payments of \$34,078.32



each, upon receipt of ArtsTech's invoice. The County shall pay such invoices in a timely manner.

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 the 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 July 1, 2015, and extend through

September 30, 2016, unless sooner terminated pursuant to paragraph 6 above.

8. No payment shall be made under this contract unless ArtsTech 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 ArtsTech's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the ArtsTech'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 ArtsTech has previously received County funding, to be eligible for future payments, ArtsTech must submit either an audited financial statement for the ArtsTech'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 ArtsTech 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. Pursuant to §285.530.1, RSMo, ArtsTech assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a

federal work authorization program with respect to the employees working in connection with the contracted services. Further, ArtsTech shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

11. 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.

12. 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.

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

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI


By 
W. Stephen Nixon
County Counselor

By 
Michael D. Sanders
County Executive

ATTEST:

ARTSTECH – A CENTER FOR YOUTH
ENTERPRISE

By: 
Mary Jo Spino
Clerk of the Legislature

By: 
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 \$170,391.60 which is hereby authorized.

October 9, 2015
Date


Director of Finance and Purchasing
Acct. No: 008-4177-56790 - \$89,368.00 ✓
008-4177-56080 - \$81,024.00 ✓

PC 41772015002



A CENTER FOR YOUTH ENTERPRISE

Service Agreement between COMBAT & ArtsTech
to Administer and Coordinate the "Sentenced to the Arts" Project
July 1, 2015 – September 30, 2016


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 this agreement. 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 periods ending June 30, 2015 and 2016
- ◆ 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 July 1, 2015 and ends September 30, 2015. Of the \$81,024.15 Year XVIII STTAP funds, \$5,000 is for ArtsTech's administrative and coordination fee. These funds are through the Jackson County Prosecutor's Office - COMBAT

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

Signed:


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

September 2, 2015
Date


Jean Peters Baker
Prosecuting Attorney
Jackson County, Missouri

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **ArtsTech**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **ArtsTech**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature

David J. Sullivan
Printed Name

Executive Director
Title

10/1/15
Date

Subscribed and sworn before me this 1st day of October, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on _____.

Kevin Pose
Signature of Notary

10-01-2015
Date

