

COOPERATIVE AGREEMENT

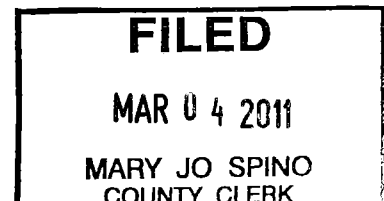
THIS AGREEMENT, entered into this 4 day of March, 2011, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **ARTS TECH**, a Missouri not-for-profit organization, 1522 Holmes, Kansas City, MO 64106, hereinafter referred to as "Arts Tech."

**WITNESSETH:**

WHEREAS, by Resolution 17508, dated February 14, 2011, the Legislature did authorize the County Executive to execute a Cooperative Agreement with Arts Tech for the MyARTS program which provides youth with 72 hours of apprenticeship training followed by a part-time paid entrepreneurial position in which the youth will produce a marketable arts product, at a cost to the County of \$125,000.00;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Arts Tech respectively promise, covenant and agree with each other as follows:

1. **Services.** Arts Tech shall provide a safe, secure, clean and usable space to operate the MyARTS program, and shall manage the building where young adults will be working, as is more fully set out in the Roles and Responsibilities, attached hereto and incorporated herein as Exhibit A.
2. **Terms of Payment.** The County agrees to pay to Arts Tech total amount not to exceed \$125,000.00. Arts Tech shall invoice the County monthly for reimbursement, and the County shall promptly pay said invoices.
3. **Submission of Documents.** No payment shall be made under this contract



until 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) an audited financial statement for the agency's most recent fiscal year; (3) the agency's most recent IRS Form 990, if applicable, (4) a statement of the agency's total budget for its most recent fiscal year; and (5) a detailed explanation of actual expenditures of County funds pertaining to final payments and payments on contracts for future years.

4. **Equal Opportunity.** Arts Tech agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, the Arts Tech agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

5. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Arts Tech pertaining to its finances and operations.

6. **Default.** If Arts Tech shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Arts Tech within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said

election shall not in any way limit the County's right to seek legal redress.

7. **Conflict of Interest.** Arts Tech 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.

8. **Severability.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons 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 so expressed herein.

9. **Term.** This Agreement shall be effective January 1, 2011, and shall terminate on December 31, 2011. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by the Arts Tech as verified by the County's audit.

10. **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 Arts Tech 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 Arts Tech during the performance of this Agreement.

11. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM:

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

JACKSON COUNTY, MISSOURI

By: Michael D. Sanders  
Michael D. Sanders  
County Executive

ATTEST:

Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

ARTS TECH

By: Debra H. Smith  
49-1013392  
Federal I.D. or S.S.#

### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$125,000.00 which is hereby authorized.

March 2, 2011  
Date

Thomas A. ...  
Director of Finance and Purchasing  
Account No. 008-4156-56080

41562011003

## EXHIBIT A

### ArtsTech's Roles and Responsibilities: MyARTS

#### Roles and Responsibilities

ArtsTech's role is to provide a safe, secure, clean, and usable space to operate the MyArts program and manage the building where young adults will be working. ArtsTech will:

1. ArtsTech will make available 8,500+ square feet to house the various art venues
2. ArtsTech will pay for the utilities, liability insurance, janitorial service, maintenance, and provide ample parking for employees
3. Provide technology services including networking and computer setup services

ArtsTech will also serve as MyARTS employer. ArtsTech will be responsible for:

1. Recruiting and hiring of eligible youth employees
2. Submitting employment information to IRS, State of Missouri, and the City of Kansas City, Missouri
3. Paying employees bi-monthly according to ArtsTech's policies and procedures
4. Maintain employee timesheets and pertinent records.
5. Secure Workmen's Compensation Insurance
6. As employees of ArtsTech, youth workers will be subject to all employment policies and procedures including but not limited to work schedule, evaluations, grievances, substance abuse, and termination.
7. Providing employee data to authorized officials including monthly budget update reports.
8. Assist COMBAT in accurately and timely completing required paperwork.

Cost for salaries, payroll expenses, supplies and employment administration for MyARTS apprentices is \$125,000.