

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with Arts Tech, of Kansas City, MO, for the Prosecutor's Office My Arts program, at a cost to the County not to exceed \$125,000.00.

RESOLUTION #17153, February 1, 2010

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, several organizations have awarded grants to the Prosecutor's Office to partially fund its My Arts program, including H&R Block in the amount of \$10,000.00, Francis Family Foundation in the amount of \$15,000.00, Health Care Foundation of Greater Kansas City in the amount of \$15,000.00, DST Systems, Inc. in the amount of \$5,000.00, and the KCPL Fund in the amount of \$1,000.00; and,

WHEREAS, Arts Tech is a not-for profit organization that will oversee and implement, in cooperation with the Jackson County Prosecutor's Office, the My Arts program; and,

WHEREAS, the My Arts program has proven to be a model program for decreasing usage of drugs, while graduating youth to higher levels of education; and,

WHEREAS, Arts Tech has requested Anti-Drug Sales Tax funds in the amount of \$125,000.00, to serve as a local match to the grants; and,

WHEREAS, the contract period for this proposal is January 1, 2010, to December 31, 2010; and,

WHEREAS, the Prosecuting Attorney has reviewed this proposal and recommends the expenditure of these funds; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement with Arts Tech, of Kansas City, MO, for the Prosecutor's Office My Arts program, at a cost to the County not to exceed \$125,000.00, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Pamela Zellin
Deputy/Assistant County Counselor

[Signature]
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17153 of February 1, 2010, was duly passed on February 1, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 2

2-1-10
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 4156 56798
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Prosecutor Comm Crime/Drug Prevention Program
Grant Match
NOT TO EXCEED: \$125,000.00

January 27, 2010
Date

[Signature]
Director of Finance and Purchasing

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into this 12 day of Feb., 2010, 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 17153, dated February 1, 2010, 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 My Arts 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

FILED
FEB 12 2010
MARY JO GIBSON
COUNTY CLERK

until the contracting agency shall have submitted to the County's budget director (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, 2010, and shall terminate on December 31, 2010. 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 12 day of Feb., 2010.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Pamela Fellin

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

Pamela Fellin
Acting Chief Deputy County Counselor

ATTEST:

ARTS TECH

Mary Jo Spind
Mary Jo Spind
Clerk of the Legislature

By: Daryl J. Smith
43-1813392
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.

February 11, 2010
Date

D. M. [Signature]
Director of Finance and Purchasing
Account No. 008 4156 56798
41562010002