

COOPERATIVE AGREEMENT
(Youth Violence Reduction Program)

THIS AGREEMENT, entered into this 17th day of June, 2016, 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."

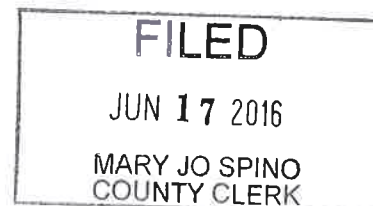
WITNESSETH:

WHEREAS, by Resolution 19162, dated May 23, 2016, the Legislature did authorize the County Executive to execute a Cooperative Agreement with Arts Tech for the Youth Violence Reduction program, formerly known as the Teens in Transition program, which provides at-risk youth with a summer program where the juveniles will gain appropriate life skills training to reduce the risk of committing a violent act, at a cost to the County of \$21,500.00;

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 Youth Violence Reduction program from May 31, 2016, through August 7, 2016, as is more fully set out in the Memo dated June 3, 2016, attached hereto and incorporated herein as Exhibit A.

2. **Terms of Payment.** Upon execution of this Agreement, the County shall pay Arts Tech a lump sum payment for services as itemized in Exhibit A, in the total amount not to exceed \$21,500.00.



3. **Submission of Documents.** No payment shall be made under this contract until the contracting Arts Tech 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 Arts Tech's most recent fiscal year; (3) the Arts Tech's most recent IRS Form 990, if applicable, (4) a statement of the Arts Tech'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. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Arts Tech 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, Arts Tech 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.

9. **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.

10. **Term.** This Agreement shall be effective May 1, 2016, and shall terminate on August 30, 2016. 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.

11. **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.

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


IN WITNESS WHEREOF, the parties have executed this Agreement this 17

day of June, 2016.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

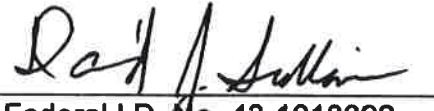

W. Stephen Nixon
County Counselor

By: 
Frank White, Jr.
County Executive

ATTEST:

ARTS TECH


Mary Jo Spino
Clerk of the Legislature

By: 
Federal I.D. No. 43-1013392

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 \$21,500.00 which is hereby authorized.

June 16, 2016
Date


Chief Financial Officer
Account No. 001-4105-56790 - \$21,500
41052016002



**EXHIBIT A
RES. 19162
A CENTER FOR YOUTH ENTERPRISE**

Memo

To: Gina Robinson, Jackson County Prosecutors' Office
From: Dave Sullivan, Executive Director
Dave: June 3, 2016

Re: 2016 "Teens in Transition" Program – KC NoVA

As per request from KC NoVA, ArtsTech will receive \$21,500 from Jackson County as part of the City of KCMO \$60,000 monies to support the 2016 "Teens in Transition" Program. ArtsTech will use the funds as follows:

Youth Participants (\$20,000) – These monies will be used for hourly wages, Social Security and Medicare payroll taxes. "Teens in Transition" expect to employ 35-40 youth, 12-15 hours per week, for 10 weeks beginning May 31, 2016. Funds from KC Nova's Client Deliverables account will supplement other salary and payroll taxes. ArtsTech issues all KC NoVA youth payroll checks, promptly pays the IRS, State of Missouri, and City of KCMO taxes. At the end of the calendar year ArtsTech issues W-2s to employees and government taxing authorities.

Food Refreshments (\$1,500) – During the 49 days youth will be participating in 2016 "Teens in Transition" programming, food and refreshments will be made available to all youth. As with most (all) cultures, sharing a meal together helps build family, a sense of belonging, nourishment, and a belief that people that do not know you care about you. ArtsTech will be responsible to securing the appropriate supplies and pay for necessary items. Receipts will be collected for all food payouts.

All requested funds will be used for the two categories listed above. There is not an administrative fee or other unidentified costs associated with these funds.

Please do not hesitate to contact me if you have any questions.

Thank you for the opportunity to be part of the KC NoVA 2016 "Teens in Transition" Program.

Exhibit B

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 Arts Tech, (Organization name) 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 Arts Tech, 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
[Title]
Title

David T. Sullivan
Printed Name
4/8/16
Date

Subscribed and sworn before me this 8 day of April, 2016. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 4 Sept 2016.

[Signature]
Signature of Notary

4 Sept 2016
Date

