

**COOPERATIVE AGREEMENT**  
Sentenced to the Arts - Re-Entry Coordinator

THIS AGREEMENT entered into this 20<sup>th</sup> day of December, 2010, 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 "Coordinator," is for the common purpose of Re-Entry Coordinator services for the Sentenced to the Arts program, and its execution is authorized by Resolution 17440.

WHEREAS, Coordinator has agreed to provide services as the Re-Entry Coordinator under the terms and conditions of the Sentenced to the Arts Grant and in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, Coordinator 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 Coordinator respectively agree as follows:

1. **Services**. Coordinator shall coordinate the re-entry portion of the Sentenced to the Arts Program, working closely with Jackson County Family Court identifying eligible program youth to transition back into the community through MyARTS Program, and other duties as is more fully described in the document attached hereto as Exhibit A and incorporated herein by reference. The Coordinator shall report directly to the Program Manager.

2. **Independent Contractor**. Coordinator shall work as an independent

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MARY JO HUBBARD  
COUNTY CLERK

contractor and not as an employee of the County. Based upon her expertise and knowledge, Coordinator 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. Coordinator shall report all earnings received hereunder as gross income and be responsible for her 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 Coordinator a fee of \$15,600.00, at a rate of \$20 per hour for fifteen (15) hours per week shall be paid on a monthly basis for each month under this Agreement upon receipt of Coordinator's invoice. Coordinator'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 Coordinator'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 Coordinator 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.** Coordinator 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 Coordinator 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 Coordinator (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 October 1, 2010, and shall continue through September 30, 2011.

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

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

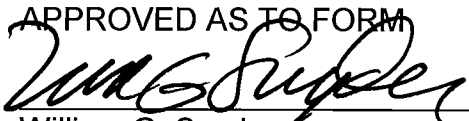
11. **Conflict of Interest.** Coordinator warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever have an interest in or receive any benefit from the profits emoluments of this Agreement.


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 Coordinator 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 Coordinator, 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.

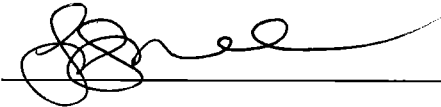
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 31 day of Dec., 2010.

APPROVED AS TO FORM  
  
William G. Snyder  
Acting County Counselor

JACKSON COUNTY, MISSOURI  
  
Michael D. Sanders,  
County Executive

ATTEST:

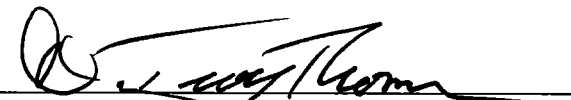
  
Mary Jo Spino  
Clerk of the Legislature

JENNIFER OSBORNE  
By   
491-96-9190  
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 \$15,600.00 which is hereby authorized.

December 28, 2010  
Date

  
Director of Finance and Purchasing  
Account Number: 008-4134-6080  
41342010003