

COOPERATIVE AGREEMENT
Sentenced to the Arts-Project Manager

THIS AGREEMENT entered into this 1st day of October, 2015, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **DEANA BELLAMAGANYA**, 536 Olive Street, Kansas City, MO 64124, hereinafter referred to as "Project Manager," is for the common purpose of Project Manager's services for the Sentenced to the Arts program, and its execution is authorized by Ordinance No. **4781**.

WHEREAS, Project Manager has agreed to provide services as the Project Manager under the terms and conditions of the Sentenced to the Arts Grants and in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, Project Manager 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 Project Manager respectively agree as follows:

1. **Services.** Project Manager shall manage and direct the Sentenced to the Arts Program for the County Prosecuting Attorney's Office under the direction of the Anti-Drug Program Administrator. Project Manager shall perform services including, but not limited to, conducting site visits, prepare monthly financial reports, coordinate Enforcement Team meetings, participate in COMBAT events, maintain a website, design brochures, assist with media relations, establish new and strengthen existing partnerships to support the drug prevention efforts of the County Prosecuting Attorney's

FILED OCT 12 2015 MARY JO SPINO COUNTY CLERK

Office through the arts, and other duties as is more fully described in the documents attached hereto as Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** Project Manager shall work as an independent contractor and not as an employee of the County. Based upon her expertise and knowledge, Project Manager 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. Project Manager 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 Project Manager a fee of \$66,300.00. Project Manager shall be paid fifteen equal monthly payments in the amount of \$4,420.00 each upon receipt of Project Manager's invoice. Project Manager'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 Project Manager'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 Project Manager 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.** Project Manager 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 Project Manager 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 Project Manager (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 July 1, 2015, and shall continue through September 30, 2016.

7. **Assignment.** Project Manager 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.** Project Manager 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.** Project Manager 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, Project Manager consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days notice to Project Manager; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Project Manager 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.** Project Manager 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. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Project Manager assures that she 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, Project Manager shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that she does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

13. **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 Project Manager 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 Project Manager, its officers, employees or agents during the performance of this Agreement.

14. **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 12th day of October, 2015.

APPROVED AS TO FORM



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI



Michael D. Sanders,
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

DEANA BELLAMAGANYA

By 

Federal Tax ID: 447-78-2915

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 \$66,300.00 which is hereby authorized.

October 9, 2015
Date


Director of Finance and Purchasing
Account Number: 008-4177-56080

PC 41772015001

Deana Bellamaganya
“Sentenced to the Arts” Program (STTP) – JABG Program Manager

Start Date:

July 1, 2015 – September 30, 2016

\$66,300

Contractual Position:

Expected Outcomes:

- Youth participate in a venue of their choice through STTAP
- Identify eligible youth to participate in the re-entry portion of STTAP resulting in a successful transition into the community.
- Well executed events involving STTAP program youth.
- Completed and timely expenditure reports.

Position Description/Duties:

Oversee all JABG projects for the Jackson County Prosecutor’s Office under the direction of the Anti-Drug Program Administrator

- STTAP & Re-Entry Program.
- Conduct two site visits per year on all programs, including communication with artists & various partners.
- Email expenditure reports and program reports monthly to Sarah in Finance.
- Plan events for programs including art shows and community service projects each year.
- Meet with ArtsTech regularly and address concerns and report outcomes to STTAP Director.
- Enforce & oversee re-entry of identified eligible program youth as part of their treatment plan. Weekly reports will be provided by STTAP Re-Entry Coordinator.
- Participation in COMBAT events.
- Maintain website.
- Responsible for graphic design work, such as flyers, brochures, etc.
- Attend yearly mandatory meetings in Jefferson City.
- Assist the STTAP Director with all media correspondence and community relations.
- Establish new and strengthen existing partnerships within the community to support the drug prevention efforts of the Jackson County Prosecutor’s Office through the arts.
- Communicate with JC Family Court DJO’s and other staff regarding re-entry.
- Other duties as needed.

Position involves traveling within the city to the program sites, which may fall during the day, in the evenings, or on weekends. There will be some traveling outside of the to occasional conferences, training, etc., which the County will be responsible for reimbursement of travel expenses.

DEANA BELLAMAGANYA
536 Olive Street
Kansas City, Missouri

Phone: (816) 985-0119
penelope.deana@gmail.com

Positioning Statement

My objective is to provide leadership and oversight in event planning, program development, design, delivery, and evaluation while ensuring that the organization's overall strategic goals are met.

Professional Highlights

Leadership

- Goal-driven leader who maintains a productive climate and confidently motivates, mobilizes, and coaches employees to meet high performance standards.
- Developing camaraderie and inclusion opportunities amongst the members.
- Taking over the challenging tasks and meeting crucial responsibilities.
- Effective in shifting in accountability with successful results.
- Able in supervising program quality while satisfying the demand of clients.
- Supervising and executing the program related tasks.
- Developing and instructing job-readiness training, concentrating on soft skills and effective resolutions for work related issues.

Communication

- Convene regular meetings to listen to opinions and sort out complications.
- Soft spoken, active and devoted towards the task assigned.
- Skilled in delivering creative presentations and developing positive relationships with students, artists, clients, and colleagues from diverse backgrounds and interests.
- Integrated communication through local, state, and federal resources to establish best practices for a program.
- Maintain confidentiality and protection of all youths in regards to media and interpersonal relationships with artists within the programs.
- Exceptional listener and communicator who effectively conveys information verbally and in writing.
- Proven relationship-builder with unsurpassed interpersonal skills.

Planning and Organization

- Monitored an entire art related program while bringing transitional change with a purview of maintaining program standard formulating innovative-productive ideas.
- Responsible for organizing and implementing an annual fundraiser consisting of a silent auction and raffle give away.
- In addition to the annual fundraiser with an attendance of 500+ people, events such as annual culminating events, professional luncheons, and gallery shows have been successfully created, planned and executed.
- Responsible for all promotional materials including but not limited to, save the date cards, invitations, event booklets, banners, posters, power-point presentations, email blasts, facebook event postings, and radio and television spots.
- Assisted in the construction of a site-specific project, building storage, and units for the art in the collection.
- Assisted in research of special areas for publication of Souls Grown Deep, a multi-volume manuscript promoting cultural awareness of African-American vernacular art.
- Organized a national recognized art collection.
- Assisted in preparing the Art History Proposal for the Interdisciplinary Ph.D. Program-UMKC.
- Co-created and maintained websites through ArtsTech.

Professional and Community Activities

2006 Taking care of Kansas City – Taking Care of Our Own

Taking Care of Kansas City; with guidance from the Division of Youth Services, diverted their attention to a group of young people who by societies' standards are too old to be adopted, only to be left alone facing a world of uncertainty.

2005 Taking care of Kansas City – Celebrating Christmas in KC

Taking Care of Kansas City focused their attention on Kansas City's newest residents, the victims that have relocated due to the massive destruction from Hurricanes Katrina and Rita. This endeavor included a Christmas celebration involving an evening of entertainment, food, distribution of gifts, and resources that will guide them in their transition.

2003-2004 Taking care of Kansas City – Supporting Our Troops

In 2004, Taking Care of Kansas City decided to provide our military troops with a little bit of home, giving them something to look forward to during the Christmas Season. The task force took care of mailing these gifts to our troops in time for Christmas.

2002 Taking care of Kansas City – Celebrating Seniors

A collaborative effort in providing senior citizens with a Christmas celebration. This endeavor included a dinner celebration, including an evening with entertainment and distribution of gifts. Gifts, food, and money were donated from organizations and individuals throughout Kansas City.

2001 Taking Care of Kansas City – Toy Drive

In 2001, the Taking Care of Kansas City task force was created. The first project was a collaborative effort in providing Christmas Gifts for the people of Kansas City who lost their jobs due to the September 11th tragedy.

2001 – 2002 Board Member for aha! Dance Theatre Company

1999 Special Research Project in Georgia and Alabama

Assisted in research of special areas for publication of Souls Grown Deep, a multi-volume manuscript promoting cultural awareness of African-American vernacular art.

1998 – 1999 Society for Contemporary Photography, Kansas City, Missouri

1995 Hays Arts council Gallery Walk Exhibition

1995 Seven Degrees Group Exhibition

1995 Summer Student Exhibition

Awards Received

Recognition from Jackson County Legislators for 2008 MyARTS Annual Fundraiser.

Recognition from Jackson County Legislators for the 2002 "Taking Care of Kansas City – Toy Drive."

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 **Deana Bellamaganya**, 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, **Deana Bellamaganya**, 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.)

Authorized Representative's Signature

Deana Bellamaganya
Printed Name

Title

10/1/2015
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

