

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into this 2nd day of April, 2015, 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."

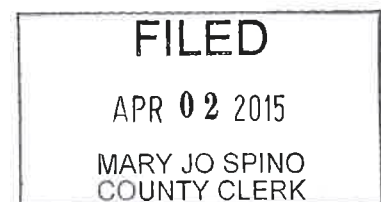
WITNESSETH:

WHEREAS, by Resolution 18752, dated February 3, 2015, the Legislature did authorize the County Executive to execute a Cooperative Agreement with Arts Tech for the MyARTS program which provides youth with 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 \$155,000.00;

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.** For services rendered under this Agreement, the County shall pay Arts Tech a total amount not to exceed \$155,000.00. One twelfth of this sum, \$12,916.66, shall be paid on a monthly basis for each month under this Agreement upon receipt of Arts Tech's invoice. The County shall pay such invoices in a



timely manner.

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 January 1, 2015, and shall terminate on December 31, 2015. 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 2nd
day of April, 2015.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By: 

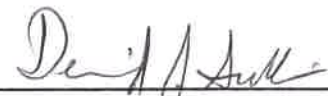
Michael D. Sanders
County Executive

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 \$155,000.00 which is hereby authorized.

March 27, 2015
Date



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

PC 41562015001

Arts Tech's Roles and Responsibilities: MyARTS 2015

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 1,600+ square feet to house the ceramics and visual art studios and offer store space and access to gallery for art shows.
2. ArtsTech will pay for the utilities, liability insurance, janitorial service, maintenance, and provide ample parking for employees.
3. Provide technology service 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 **\$155,000**.

MyARTS 2015 Budget

Category	Costs	Notes
Youth Payroll Expenses	\$ 110,000.00	Costs include salaries, payroll taxes, and supplies for up to 70 art apprentices
Administrative Services	\$ 45,000.00	Costs include liability insurance, Workmens' Compensation, payroll taxes, payroll preparation, employee support, etc.
Total	\$ 155,000.00	

DAVID J. SULLIVAN
725 Winterhill Lane, Lee's Summit, MO 64081
Telephone: Home- (816) 524-4842 Office-(816) 461-0201
Email address: davesullivan@artstech-kc.org

PROFESSIONAL OBJECTIVE

To have a positive professional and personal influence on as many members of my community as possible. I plan to achieve this goal through my work in non-profit administration, policy development, urban leadership, and community involvement.

EDUCATIONAL BACKGROUND

University of Missouri- Kansas City	Interdisciplinary Ph.D. Candidate Urban Leadership/Public Affairs and Administration -All coursework and written exams completed
University of Wisconsin- Whitewater	M.S. - May 1977 Guidance and Counseling
University of Wisconsin- Whitewater	B.S. - August 1974 Psychology

PROFESSIONAL EXPERIENCE

Executive Director	ArtsTech (formerly Pan-Educational Institute) 1998 – Present 1522 Holmes Street, Kansas City, Missouri 64108-1536
---------------------------	---

Responsibilities

- ◆ Lead and direct personnel, finances, program development, and board relations. From 1998 – 2000, I was also the interim executive director for the Alternative Schools Network Association (ASNA) and Move UP, Inc. (Move Up is the merged organization between Ad Hoc Group Against Crime and Project Neighborhood). Both organizations now have permanent directors.
- ◆ Direct ArtsTech, a center for youth enterprise. ArtsTech houses and works collaboratively with COMBAT'S MyARTS program, NoVA, Storytellers, Mayor's Nights Club KC initiative, Digital Connectors Intergenerational Project, Splash Mob, and other youth development agencies.
- ◆ Project Director, Arts in Education Model Development and Dissemination grant – a 3-year initiative to design, implement, and disseminate integrated art model for middle schools
- ◆ Administer the "Sentenced to the Arts" Project and the KC Futures 150 Internship Program. These initiatives are a collaborative venture among the City of KCMO, the Jackson County Prosecutor's Office – COMBAT, Jackson County Family Court, Full Employment Council, Alternative Schools Network Association, and Pan-Educational Institute.
- ◆ Led the expansion of the Computer Redistribution Program that distributes refurbished computer equipment to individuals with disabilities, senior citizens, at-risk youth, and

organizations that serve this special population. Since 1999, PEI went from distributing 150 computers a year to 300+ in 2014.

- ◆ Act as Director of Operations: Assist with contracting, scheduling, data gathering and reporting with MyArts.
- ◆ Facilitated the creation of a new alternative school for juvenile offenders in Wyandotte County, Kansas. The Transition Resource Education Center is in its first year of operation.

Associate Director DeLaSalle Education Center 1993 to 1998

Responsibilities:

- ◆ Director, New Learning Community School (NLCS), June 1994 -December 1997. NLCS was a public/private venture among nine public school districts and DeLaSalle. Responsibilities included fund raising, budgeting, program evaluation and expansion, facility management, hiring of principal, and governance board development.
- ◆ Directed four (4) collaborative ventures that includes the following partners: Alta Vista Education Center, Guadalupe Center, Inc., Bosco Education Center, Kansas City Missouri School District, Jackson County Family Court, Detention School, Hilltop School, and the Lee's Summit School District.
- ◆ Directed DeLaSalle's National Center for Children At-Risk training program. Lead consultant for Helena-West Helena School District in Arkansas. Consultant areas include teacher training, strategic planning, and operations management.
- ◆ Coordinated development of Northtown Consortium; a new school for severely disruptive students. Phoenix Academy began in 1997.
- ◆ Consultant to Independence School District to develop and manage alternative high school on their Andrew Drumm Farm campus.

Principal DeLaSalle Education Center 1988-1993

Responsibilities:

- ◆ Directed 500+ student population, 3+ million dollar budget, 85+ staff, three school sites, and two group homes.
- ◆ Managed school's discipline policies and procedures
- ◆ Oversaw school's maintenance and capital improvements
- ◆ Provided oversight of school's accreditation and compliance requirements
- ◆ Administered Comprehensive Substance Abuse Treatment and Rehabilitation Program (C-STAR)

Accomplishments: As part of The DeLaSalle Team:

- ◆ Student enrollment expanded 300% from 1988 through 1993
- ◆ Most graduates - 1992 and 1993
- ◆ National Community Substance Abuse Award -1993
- ◆ National Job Training Partnership Act Award - 1988

**Administrator,
School Operations/Counselor**

DeLaSalle Education Center

1977-1988

Responsibilities:

- ◆ Developed, implemented, and administered comprehensive counseling and social service programs which included substance abuse and homicide/suicide prevention programs.
- ◆ Administered Job Training Partnership Act Grant
- ◆ Administered Vocational Rehabilitation Program
- ◆ Supervision and evaluation of professional staff

Adjunct Instructor

Kansas City, KS Community College,

Summer 1989

**PROFESSIONAL WRITINGS, PRESENTATIONS, MEMBERSHIPS and
AWARDS**

- ◆ 2015 Downtown Council of Kansas City Urban Hero awardee
- ◆ 2014 Art Asylum award nominee
- ◆ Panelist – NETWORK Conference – October 2007
- ◆ 1999 – 2006 – Board Member, Niles Home For Children
- ◆ 2001 – Present – Board Member, Our Lady's Montessori School
- ◆ 2002 – COMBAT Distinguished Service Award
- ◆ Move Up's Outstanding Service Award Recipient
- ◆ 1996 Up and Comer Award recipient
- ◆ Kansas City Tomorrow Alumnus – Year XV
- ◆ 1996 National Dropout Prevention Conference, Presenter
- ◆ 1995 Commencement Speaker, Andrew Drumm High School
- ◆ 1995 Commencement Speaker, Alta Vista Education Center
- ◆ National Juvenile Justice Conference, Richmond, KY - Presenter Effective Schools Research and "The DeLaSalle Education Center Model" September 1992
- ◆ State of Wisconsin, Education Conference - Keynote Speaker - January 1992
- ◆ The 38th Annual National Conference On Alcohol and Drug Problems: "A Predictor of Homicidal/Suicidal Tendencies"
- ◆ "The DeLaSalle Program" presented at the First National Conference On Alcohol and Drug Abuse, Washington, DC - August 1986
- ◆ Developed Sullivan Comprehensive Abuse Screening Inventory - 1988
- ◆ Selected Missouri Federation of Parents for Drug Free Youth 1988 Conference Chairperson
- ◆ Community Service Award - Boy Scouts of America -1987
- ◆ Community Service Award - National Council On Alcoholism and Drug Abuse, 1977
- ◆ Interviewed by NBC Nightly News with Tom Brokaw, New York Times, and USA Today
- ◆ Project Neighborhood, Executive Member of the Board of Directors, 1990 - 1999, Chairperson Prevention Committee, Treasurer

- ◆ The School Community Drug Abuse Prevention/Health Education Council, Member 1987 to 1992 - Vice Chairman 1990 - 1992
- ◆ Kansas City Task Force On Drug Abuse, Member 1986 to 1991
- ◆ Western Missouri Mental Health Center, Advisory Board Member- 1982 to 1988, Chairman - 1983 to 1985

References

Mr. Jim Pyle, Pension Systems Manager
Kansas City Missouri Police Retirement System
1328 Agnes
Kansas City, Missouri 64127
Tel. # 816-482-8157

Mr. Robert Dunn, Vice President
Dunn Construction Group
929 Holmes
Tel. # 816-391-2521

Mr. Carl DiCapo, Past-President
Liberty Memorial Association
Union Station
Kansas City, Missouri 64108
Tel. # 816 456-2343

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 **ArtsTech**, 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, **ArtsTech**, 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.)

David J. Sullivan
Authorized Representative's Signature

David J. Sullivan
Printed Name

Executive Director
Title

3/23/15
Date

Subscribed and sworn before me this 23rd day of March, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 09.27.2017.

Kevin Pose
Signature of Notary

03.23.2015
Date

