

COOPERATIVE AGREEMENT

THIS AGREEMENT is hereby made by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as the "County," and **STORYTELLERS, INC.**, 607 W. 17th Street, Kansas City, MO 64108, hereinafter referred to as the "Organization."

WHEREAS, Organization has agreed to provide weekly sessions to drug court participants in the Mental Toughness Project, which uses creative problem-solving methods for dealing with the participants' individual life problems; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and the Organization respectively promise, covenant and agree with each other as follows:

1. SERVICES.

The Organization agrees to provide transition programming while using creative problem-solving methods dealing with the participants' individual life problems through weekly sessions to participants in the Mental Toughness Project, and other duties as is more fully described in the document attached hereto as Exhibit A and incorporated herein by reference.

2. TERMS FOR PAYMENT.

The County agrees to pay Organization for services rendered under this Agreement in a total amount not to exceed \$22,000.00. An initial payment of \$3,500.00 to cover the cost of supplies and materials, will be payable upon execution. One twelfth of the remaining sum of \$18,500.00 or \$1,541.66, shall be paid on a monthly basis for each month under this Agreement upon receipt of Organization's invoice. The Organization shall

FILED

JUN 12 2011

MARY JO GIBSON
COUNTY CLERK

submit monthly invoices detailing services rendered and said monthly invoices shall be paid by County in a timely manner. Other than as specifically set out in this section, Organization shall be responsible for all of the expenses of its work under this Agreement.

3. TERM.

This Agreement shall be effective as of December 1, 2010, and continue through December 31, 2011.

5. AUDIT.

The County reserves the right to audit, during reasonable office hours, the books and records of the Organization pertaining to the finances and operations of the Organization. All books and records of the Organization are to be available at such time and place as requested by the County.

6. SUBMISSION OF DOCUMENTS/COMPLIANCE.

No payment shall be made under this contract unless the contracting agency 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) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County

funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. Organization shall be in compliance with all Executive Orders and Legislative directives enforced by the County Compliance Review Officer and the County Legislative Auditor. No payment shall be made if the contract agency is out of compliance on any other County contract.

7. REPORTING REQUIREMENTS.

During the term of this Agreement, Organization: (a) shall submit an annual report and other documentation as requested by the County, to show that funds paid to the Organization by the County were used for the purpose of this Agreement and as set forth in this Agreement (said annual report shall be submitted no later than 30 days from the last day of the Agreement term); (b) will provide a copy of the Organization's current annual financial audit if deemed applicable by the County; and (c) shall submit an annual activity report and other documentation, such as participant evaluation forms, as requested by the County, that describes the services that the Organization provided through this Agreement; and (d) shall submit said annual activity report no later than 30 days from the last day of the Agreement's term. Failure to provide said reports as required may disqualify Organization from future contracts with the County.

8. LIABILITY AND INDEMNIFICATION.

No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, agents, or employees and Organization shall indemnify, defend and hold County harmless from any and all claims, liabilities, damages, and costs,

including reasonable attorney's fees directly related thereto, and 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 Organization, its officers, agents, or employees, during the performance of this Agreement.

9. INFORMATIONAL MEETINGS.

Organization's designated fiscal representative shall attend meetings pertaining to this Agreement or services described herein when so requested by the County. Fiscal representatives shall be prepared to answer any questions concerning payments relative to this Agreement.

Organization's designated service program representative shall also attend informational meetings called by the County for purposes of improving services.

10. DEFAULT, TERMINATION AND NON-APPROPRIATION.

If Organization shall default in the performance or observation of any term, or condition of this Agreement, the County shall give Organization written notice setting forth the default. If said default shall continue by Organization for 10 days after receipt of the notice, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's rights to seek other legal redress.

Further, this Agreement may be terminated by the County or Organization upon thirty (30) days written notice.

11. CONFLICT OF INTEREST.

The Organization expressly 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 and emoluments of this Agreement with the knowledge of Organization.

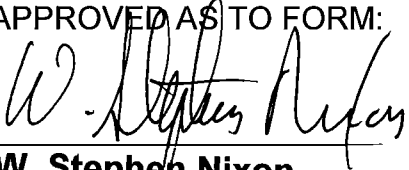
12. INCORPORATION.

This Agreement incorporates the entire understanding and agreement of the parties.

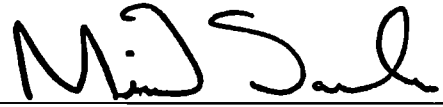
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of

the 12 day of January 2011, ~~2010~~.

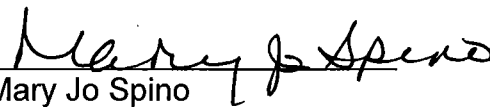
APPROVED AS TO FORM:


W. Stephen Nixon
COUNTY COUNSELOR

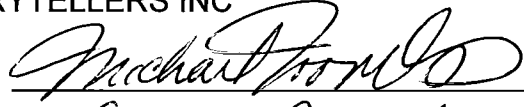
JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

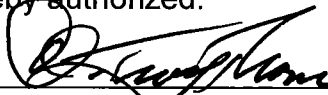
STORYTELLERS INC

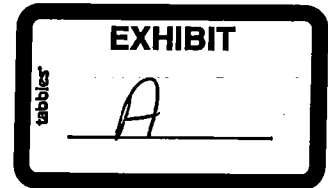
By: 
Title: Artist Director
Federal ID: 43-1629474

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 \$22,000.00, which is hereby authorized.

January 12, 2011
Date


Director of the Department of Finance
Account No. 008 4154 56080
41542010003



The Storytellers Inc.
607 West 17th, Kansas City, MO 64108
VM (816) 678-8694
michaeltoombs@kc.rr.com

November 15, 2010

Jackson County Prosecutor's Office
415 E. 12th Street, 11th floor
KCMO 64106

Scope of service:

To provide weekly sessions to current participants and new participants in the Mental Toughness project from December 2010 through December 2011 for no less than 40 sessions and no more than 45 sessions. This is a unique opportunity to provide transition programming while using creative problem solving methods dealing with the participants' individual life problems. Real time skill development with alternative methods in decision making and creating positive solutions will be the focus.

Sessions will occur once a week as well as branching out to area establishments, providing a wider scope of vision for participants and potential networking.

Another group will start the 18 session Mental Toughness Project that will provide new participants with an alternative to criminal charges and incarceration. Replicating the successful 2010 interactive based program, the new participants will begin to develop social skills, team work, a broader personal vision and communication skills.

Total Program Cost: \$22,000.00. The average cost is \$349.21 per session.
This includes: Materials, incentives, and facilitation fees.

Michael Toombs
Storytellers Inc. Interactive Education
Cell: 816-678-8694
michaeltoombs@kc.rr.com