

RGP
11/11/10

Ord. 4258

COOPERATIVE AGREEMENT
Sentenced to the Arts-Project Manager

THIS AGREEMENT entered into this 29 day of October, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **DEANNA 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. **4258**.

WHEREAS, Project Manager has agreed to provide services as the Project Manager 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, 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 Prosecutor'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 Prosecutor's Office through the arts, and other duties as

FILED
OCT 29 2010
MISSOURI
COUNTY CLERK

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 \$53,040.00. One twelfth of this sum, \$4,420.00, shall be paid on a monthly basis for each month under this Agreement 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 October 1, 2010, and shall continue through September 30, 2011.

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. **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.

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

29 day of October, 2010.

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI



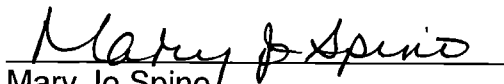
William G. Snyder
Acting County Counselor



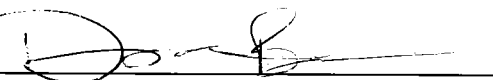
Michael D. Sanders,
County Executive

ATTEST:

DEANNA BELLAMAGANYA



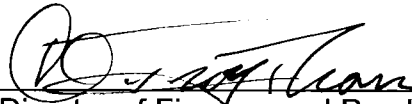
Mary Jo Spino
Clerk of the Legislature

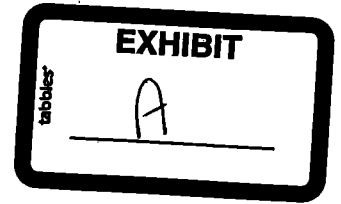
By 
447-78-2915
Federal ID or S.S. #

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 \$53,040.00 which is hereby authorized.

October 28, 2010
Date


Director of Finance and Purchasing
Account Number: 008 4134 6080
41342010002



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

Start Date:
October 1, 2010 – September 30, 2011
\$53,040.00

Contractual Position:

Expected Outcomes:

- Work with ArtsTech on placing adjudicated youth in STTAP programs reflecting the art venue of their choice.
- Work with the STTAP Re-Entry Coordinator on identifying 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.
- A functioning website – linked to the Jackson County Prosecutor's website that addresses art initiatives.
- 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.
- Work with STTAP Re-Entry Coordinator on re-entry portion of STTAP.
- Conduct site visits on all programs, including communication with artists & various partners.
- Meet with finance monthly to do expenditure reports and program reports.
- Plan events for programs including art shows and community service projects each year.
- Coordinate Enforcement Team Meetings and correspondence.
- Meet with ArtsTech and Jackson County Family Court 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.
- Work with STTAP Re-Entry Coordinator on scheduling meetings 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.

R.G.R.
11/1/10

O. 4258

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into this 29 day of October, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **ARTS TECH**, 1522 Holmes Street, Kansas City, MO 64108, a Missouri not-for-profit corporation, hereinafter referred to as "Arts Tech."

WHEREAS, the Jackson County Prosecutor's Office has been awarded a grant by the Missouri Department of Public Safety for the Sentenced to the Arts program, which will be overseen and implemented by Arts Tech; and,

WHEREAS, Arts Tech shall be the intermediary between the Jackson County Prosecutor's Office, City of Kansas City, and the artists involved in the program; and,

WHEREAS, County desires to contract for Arts Tech's services out of County Anti-Drug Sales Tax funds; and,

WHEREAS, this Agreement defines the rights and obligations of the parties;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Arts Tech shall use County's funds to perform administrative services in connection with the Sentenced to the Arts program, as is more fully set out in the Service Agreement attached hereto as Exhibit A and incorporated herein by reference.

2. For services rendered under this Agreement, the County shall pay Arts Tech a fee of \$200,870.00. One quarter of this sum, \$50,217.50, shall be paid quarterly upon receipt of Arts Tech's invoice for the periods ending December 31, 2010, March 31, 2011, June 30, 2011, and September 30, 2011. The County shall pay such invoices in a timely manner. The first payment will be issued upon the submission of Arts Tech's first invoice

FILED

OCT 29 2010

MARY JO SENO
COUNTY CLERK

and the execution of this Agreement.

3. Arts Tech agrees that it will at all times comply with all conditions of said grant and proposal and will utilize County's funds solely in connection with the Sentenced to the Arts Program, which will involve adjudicated youth in an arts education program, community service, and expressive therapy, to prepare youth to live drug-free lives. Arts Tech further agrees that it will provide all services set out in Exhibit A and will comply with all conditions of said grant.

4. Arts Tech agrees that all grant funds shall be subject to audit by the County.

5. Arts Tech shall provide monthly reports summarizing all activities of the grant program to County. Upon completion of the program's term, Arts Tech shall submit a narrative report to the COMBAT administrator, which shall include specifics as to expenditures of grant monies as set forth in Exhibit A.

6. If the Sentenced to the Arts program is terminated by the Missouri Department of Public Safety during its terms, or if Arts Tech is otherwise found to be out of compliance with the grant proposal, then Arts Tech shall promptly refund County's funding to County. If the grant is terminated or if Arts Tech is found to be out of compliance, Arts Tech shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination or finding of non-compliance.

7. This Agreement shall be effective as of October 1, 2010, and extend through September 30, 2011, unless sooner terminated pursuant to paragraph 6 above.

8. 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. No payment shall be made if the contract agency is out of compliance on any other County contract.

9. Arts Tech agrees, in addition to all other provisions herein that Arts Tech shall not assign any portion or the whole of this Agreement without the prior written consent of the County.

10. 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.

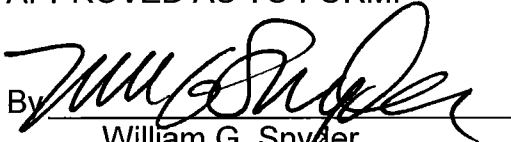
11. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Arts Tech shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees 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, its officers, employees or agents during the performance of this Agreement.

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

APPROVED AS TO FORM:

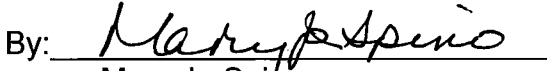
JACKSON COUNTY, MISSOURI

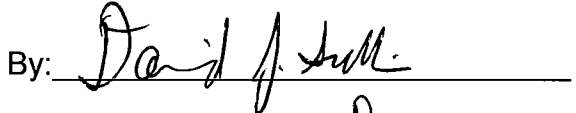
By: 
William G. Snyder
Acting County Counselor

By: 
Michael D. Sanders
County Executive

ATTEST:

ARTS TECH

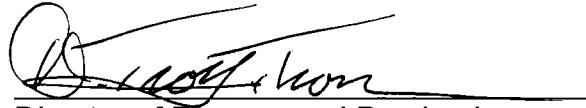
By: 
Mary Jo Spino
Clerk of the Legislature

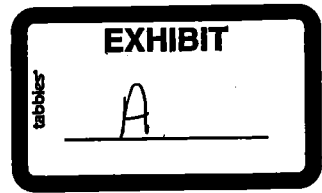
By: 
Title: Executive Director
Federal I.D. No.: 48-1013792

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 \$200,870.00 which is hereby authorized.

October 28, 2010
Date


Director of Finance and Purchasing
Account No: 008 4134 6790
4134 2010 001



A CENTER FOR YOUTH ENTERPRISE

Service Agreement between COMBAT & ArtsTech
to Administer and Assist Coordinating of the "Sentenced to the Arts" Program (STTAP)
October 1, 2010 – September 30, 2011

ArtsTech is pleased to be part of the "Sentenced to the Arts" Project (STTAP), which is part of the KC Futures 150 initiative to create a seamless art service delivery system for adjudicated and at-risk youth. PEI will perform all duties as outlined in the JABG grant. Expected STTAP administrative/coordination duties are:

- ◆ Assess Family Court and eligible schools/students needs, determining eligible participants for the year.
- ◆ Assist Program Manger in soliciting quality "fine arts" and expressive therapy service providers.
- ◆ Develop contracts for the program artists providing services through STTAP.
- ◆ Schedule activities between service providers and target populations.
- ◆ Collect required data from program artists.
- ◆ Assist Program Manager in coordinating community service component as needed for adjudicated youth.
- ◆ Disburse funds to service providers and schools as per contractual arrangements.
- ◆ Secure independent financial audit for period ending June 30, 2011.
- ◆ Complete all required reports, providing them to the Program Manager monthly.
- ◆ Assist Program Manager in coordinating all performances and activities involving the STTAP youth.
- ◆ Report directly to Program Manager.
- ◆ Other duties as needed.

ArtsTech is prepared to administer duties required to successfully complete this project. This contract period begins October 1, 2010 and ends September 30, 2011. Through the STTAP funds, \$30,222 is for ArtsTech's administrative and coordination fee.

Thank you for the opportunity to be of service. I look forward to our continued partnership.

Signed:

David J. Sullivan
Executive Director
ArtsTech – A Center for Youth Enterprise

6/29/10

Date

James Kanatzar
Prosecuting Attorney
Jackson County, Missouri