IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Cooperative Agreements with Michele Bridges of Kansas City, KS, Andrea Yates of Shawnee, KS, and Meg Chamberlain of Sugar Creek, MO, to serve as artist-mentors for the MyARTS program, at an actual aggregate cost to the County not to exceed \$16,800.00.

RESOLUTION #16737, October 20, 2008

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Prosecuting Attorney recommends the execution of Cooperative Agreements with the following artists at the rates indicated, to serve as artist-mentors for the MyARTS program, at an actual aggregate cost to the County not to exceed \$16,800.00:

<u>Artist</u> Michele Bridges Kansas City, KS	Rate \$20/hour@20 hours/week	Total Compensation \$5,600
Andrea Yates Shawnee, KS	\$20/hour@20 hours/week	\$5,600
Meg Chamberlain Sugar Creek, MO	\$20/hour@20 hours/week	\$5,600

and,

WHEREAS, the MyARTS program exposes high risk youth to a variety of possible work opportunities through a 72-hour apprenticeship, followed by a paid, part-time entrepreneurship position; and,

WHEREAS, the artist-mentors will provide training through the MyARTS apprenticeship

program in the areas of entrepreneurship, business law, accounting, sales, promotions/marketing, and research; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, MO, that the County Executive be and hereby is authorized to execute agreements with Michele Bridges of Kansas City, KS, Andrea Yates of Shawnee, KS, and Meg Chamberlain of Sugar Creek, MO, at an actual aggregate cost to the County not to exceed \$16,800.00, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreements.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FOR	M:	2		
Chief Deputy County Cou	Inselor	County Co	ounselor (<u>u</u>
Certificate of Passage				
I hereby certify that was duly passed on The votes thereon were a	Octo per	solution, Resolution, 2008 by the	on #16737 of O he Jackson Cou	ctober 20, 2008, unty Legislature.
Yeas	8	Nays	D	
Abstaining <u>(</u>	O	Absent		
10:28:08 Date		Mary Jo S	ary for pino, Glerk of L	Spino Legislature
There is a balance otherw expenditure is chargeable treasury to the credit of the provide for the obligation	e and there is a the fund from w	cash balance of hich payment is	therwise unend	cumbered in the
ACCOUNT NUMBER:	008 4135	56080		
ACCOUNT TITLE:	Anti-Drug Sal Grant Match Other Profess	es Tax Fund sional Services		
NOT TO EXCEED:	\$16,800.00			
10/16/08 Date		Director of	wy lu	Purchasing

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this 20 day of November, 2008, by and between JACKSON COUNTY, MISSOURI, hereinafter referred to as "the County," and ANDREA YATES, 11911 West 49th Street, Shawnee, KS 66216, hereinafter referred to as "Artist Mentor."

WHEREAS, by Resolution 16737, dated October 20, 2008, the Legislature did authorize the execution of an agreement with an Artist Mentor for the MyARTS program as recommended by the Prosecuting Attorney; and,

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

- 1. <u>Services</u>. The Artist Mentor agrees to provide mentoring services as set forth in the job description and budget, attached hereto as Exhibit A.
- 2. <u>Payment</u>. The County shall pay Artist Mentor on a monthly basis, at the hourly rate of \$20.00 per hour, in a total amount not to exceed \$5,600.00 during the contract period. Payment shall be made upon the County's receipt of Artist Mentor's monthly invoice detailing services rendered.
- 3. <u>Terms</u>. This Agreement shall be effective as of October 1, 2008, and shall terminate December 31, 2008.
- 4. <u>Compliance</u>. Artist Mentor agrees that it will at all times comply with all conditions of this Agreement and will utilize County's funds solely in connection with this Agreement and Exhibit A. No payment shall be made if Artist Mentor is out of compliance

on any other County contract or County ordinance.

- 5. <u>Assignability</u>. Artist Mentor shall not assign the performance of any services to be provided under this Agreement without the written consent of the County.
- 6. <u>Liability and Indemnification</u>. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers or employees. Artist Mentor shall indemnify, defend and hold County harmless from any and all claims, liabilities, damages, and 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 Artist Mentor during the performance of this Agreement.
- 7. **Default and Termination.** If Artist Mentor shall default in the performance or observation of any term, or condition of this Agreement, the County shall give Artist Mentor written notice setting forth the default. If said default shall continue by Artist Mentor 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 Artist Mentor. Said election shall not in any way limit the County's rights to seek other legal redress and this Agreement may be terminated by the County upon thirty (30) days written notice.
- 8. <u>Conflict of Interest.</u> The Artist Mentor 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 the Artist Mentor.

9. <u>Incorporation</u> . This Agr	eement and the attached Exhibit A incorporate the			
entire understanding and agreement of	the parties.			
JACKSON COUNTY, MISSOURI	ANDREA YATES			
By: Michael D. Sanders County Executive	By: Artist Wenter			
	Federal I.D. No.: <u>\$10 - 84 - 7024</u>			
APPROVED AS TO FORM: By: Mark S. Jones County Counselor	_			
ATTEST;				
By: Mary Jo Spino Clerk of the County Legislature	0			
REVENUE CERTIFICATE				
appropriation to which this contract unencumbered in the treasure to the cre	ce otherwise unencumbered to the credit of the is chargeable, and a cash balance otherwise edit of the fund from which payment is to be made \$5,600.00 which is hereby authorized. Director of Finance and Purchasing Account No. 008-4135-56080			
	713720-8052			

MyARTS (Metropolitan Youth Arts & Technology for Students)

BUDGET: \$20 per hour Not to exceed 20 hours a week

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JOB TITLE: Artist Mentor

RESPONSIBLITIES:

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- Artist Mentors will be expected to plan and facilitate projects within their
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- Maintain daily progress report on each apprentice. Report will be handed in weekly, and the second of the
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- Facilitate cooperation between all apprentices in the studio.
- Act as positive role models and resource for participants/apprentices and other staff members, supporting participants' academic, cultural and art interests.
- Maintain professional relationships with all other staff members and apprentices.
- Provide support of program activities related to the MyARTS Program.

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Abide by all rules and policies set forth by the MyARTS Program and enforce said rules and policies fairly and consistently.

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this _______ day of _______ *No rembu*___, 2008, by and between **JACKSON COUNTY**, **MISSOURI**, hereinafter referred to as "the County," and **MICHELE BRIDGES**, P.O. Box 3685, Kansas City, KS 66103, hereinafter referred to as "Artist Mentor."

WHEREAS, by Resolution 16737, dated October 20, 2008, the Legislature did authorize the execution of an agreement with an Artist Mentor for the MyARTS program as recommended by the Prosecuting Attorney; and,

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

- 1. <u>Services</u>. The Artist Mentor agrees to provide mentoring services as set forth in the job description and budget, attached hereto as Exhibit A.
- 2. **Payment**. The County shall pay Artist Mentor on a monthly basis, at the hourly rate of \$20.00 per hour, in a total amount not to exceed \$5,600.00 during the contract period. Payment shall be made upon the County's receipt of Artist Mentor's monthly invoice detailing services rendered.
- 3. <u>Terms</u>. This Agreement shall be effective as of October 1, 2008, and shall terminate December 31, 2008.
- 4. <u>Compliance</u>. Artist Mentor agrees that it will at all times comply with all conditions of this Agreement and will utilize County's funds solely in connection with this Agreement and Exhibit A. No payment shall be made if Artist Mentor is out of compliance



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- Assignability. Artist Mentor shall not assign the performance of any services to be provided under this Agreement without the written consent of the County.
- 6. <u>Liability and Indemnification</u>. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers or employees. Artist Mentor shall indemnify, defend and hold County harmless from any and all claims, liabilities, damages, and 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 Artist Mentor during the performance of this Agreement.
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9. **Incorporation.** This Agreement and the attached Exhibit A incorporate the entire understanding and agreement of the parties. JACKSON COUNTY, MISSOURI MICHELE BRIDGES By: By: Michael D. Sanders County Executive Title: Federal I.D. No.: APPROVED AS TO FORM: Mark S. Jones **County Counselor** ATTEST: Mary Jo Spino Clerk of the County Legislature 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 treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$5,600.00 which is hereby authorized. 11/17/08 Director of Finance and Purchasing

Account No. 008 -4135 -56080

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MyARTS (Metropolitan Youth Arts & Technology for Students)

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BUDGET: \$20 per hour Not to exceed 20 hours a week

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- Maintain professional relationships with all other staff members and apprentices.
- Provide support of program activities related to the MyARTS Program.

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