

COOPERATIVE AGREEMENT

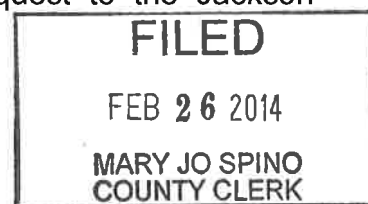
**AN AGREEMENT** by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **JACKSON COUNTY SOIL AND WATER CONSERVATION DISTRICT**, 1974 NW Copper Oaks Circle, Blue Springs, Missouri 64015, hereinafter called "Organization."

WHEREAS, the County recognizes the need for soil and water conservation; and,

WHEREAS, the Organization provides information on subjects relating to soil and water conservation and related activities, which insure the benefit and preservation of the road and bridge rights of way in Jackson County; and,

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

1. **Services.** Organization shall provide to Jackson County and its citizens the Natural Resource Conservation program, which shall include providing technical assistance for the design and layout of soil conservation structures and practices on Jackson County land, administrating cost-share program for conservation structures and practices, presenting soil conservation education programs, organizing and conducting training on urban erosion and sediment control, and providing natural resource expertise to the Jackson County Master Plan steering committee, all as is more fully set out in the proposal and budget attached hereto as Exhibit A and incorporated herein by reference. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson



County Legislative Auditor's Office no later than October 31, 2014. Any changes to the budget must be approved by the Jackson County Legislature.

2. **Terms of Payment.** The County agrees to pay to Organization the total amount of **\$16,940.00** in quarterly installments of **\$4,235.00** each, with the payment for the first quarter to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission of Documents.** No payment shall be made under this contract unless Organization has submitted to the 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), (5) a paid tax receipt on all properties owned by organization or notice of exemption. 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity.** Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be

limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization 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, Organization 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.

7. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Organization pertaining to its finances and operations. Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Director of Finance and Purchasing prior to receipt of the County's first distribution of funds under the terms of this Agreement.

The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

8. **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, 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 right to sue for breach of contract.

9. **Appropriation of funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of

such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict of Interest.** Organization 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. **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.

12. **Indemnification.** Organization shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

13. **Insurance.** Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One

Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term.** The term of this Agreement shall commence as of January 1, 2014, and shall continue until December 31, 2014, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination.** This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact.** Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative  
Troy Thomas  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Soil & Water Conservation District**  
Melvin Dickmeyer, Chairman  
1974 NW Copper Oaks Cr.  
Blue Springs, MO 64015  
816-228-1836 ext. 3

18. **Compliance.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies for Breach.** Organization promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

- A. That the County may without prior notice to Organization immediately terminate this Agreement; and,



B. In addition to the foregoing, the County shall be entitled to collect from Organization all payments made by the County for which Organization has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs, and other expenses if it is necessary to bring legal action to recover such amount.

20. **Transfer and Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.


21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

23. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20<sup>th</sup> day of February, 2014.

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

JACKSON COUNTY SOIL & WATER  
CONSERVATION DISTRICT

By:   
Executive Director  
Federal ID No.43-1195247

**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 \$16,940.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account No. 004-7201-56789

72012014001



# OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

415 E 12th Street, 2nd Floor  
Kansas City, MO 64106

Email: [auditor@jacksongov.org](mailto:auditor@jacksongov.org)

Section A: Organization or Agency Information .....	page 1
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## Section A: Organization or Agency Information

Name:	Jackson County Soil and Water Conservation District		
Address:	1974 NW Copper Oaks Circle Blue Springs, MO	Zip Code:	64015
Phone No:	816-228-1836 x 3	Fax:	816-229-2384
Website Address:	<a href="http://www.swcd.mo.gov/jackson">www.swcd.mo.gov/jackson</a>		
Federal Tax ID No:	43-1195247	Fiscal Year Cycle:	July 1 through June 30
Executive Director:	Melvin Dickmeyer (Chairman)		
Name and Title of Principal Contact Person:			
Phone No:	816-228-1836 x 3	Email Address:	<a href="mailto:linda.struwee@swcd.mo.gov">linda.struwee@swcd.mo.gov</a>
Submittal of this request has been authorized by: Linda Struwee			
Date:		21-Aug-13	

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AUG 21 2013  
JACKSON COUNTY  
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KANSAS CITY, MISSOURI  
Section A

## Section B: Agency's 2013 and 2014 Revenue Information

### Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ 88,933	83
Jackson County		\$ 16,940	16
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 500	0
Fundraisers		\$ -	0
Other		\$ 1,000	1
<b>2014 Total Projected Revenue</b>		<b>\$ 107,373</b>	

### Agency's 2013 Revenue Information

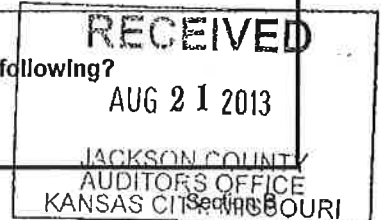
Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ 68,744	80
Jackson County		\$ 16,940	20
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 400	0
Fundraisers		\$ -	0
Other (please list)		\$ 200	0
<b>2013 Total Revenue</b>		<b>\$ 86,284</b>	

**If your agency received funding from Jackson County in 2013,  
please identify the funding source, amount and program name below.**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16940	
<b>2013 Total Jackson County Funding</b>			<b>\$ 16,940</b>	

**Did your agency receive funding or resources in 2013 from either of the following?**

Mid America Regional Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -



## Section C: 2014 Program Budget

*Complete a separate program budget for each program your agency is applying for funding.*

**Agency Name:** Jackson County Soil and Water Conservation District

**Program Name:** Natural Resources Conservation

<b>Personal Services</b>			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
Program Specialist II/Info Ed	29,427.00	22%	\$ 6,346
			\$ -
Info/Ed Specialist	7500	100%	\$ 7,500
			\$ -
			\$ -
			\$ -
<b>Total Salaries</b>			<b>\$ 13,846</b>
<b>Total Fringe Benefits</b>			<b>\$ 2,254</b>
<b>Total Personal Services</b>			<b>\$ 16,100</b>
<b>Contractual Services</b>			
Program Audit (Ralph C. Johnson & Co. PC, CPA)			\$ 840
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contractual Services</b>			<b>\$ 840</b>
<b>Supplies</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Supplies</b>			<b>\$ -</b>

**Total Program Request \$**

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**16,940**

## Section D: 2014 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Jackson County Soil and Water Conservation District

Program Name: Natural Resources Conservation

### Proposed Program

Detail functions to be performed by each program.

(1) Work with landowners on saving their Jackson County farmland from eroding. (2) Administrate cost share program making available \$117,000 of state funding for FY-14 to Jackson County landowners for conservation structure practices. (3) Provide Jackson County schools with educational programs using the districts Inflatable Soil Tunnel and other activities to use as a tool to help children understand the importance of soil for their for very existence. Jackson County Soil and Water also puts on education programs for youth and adults at Jackson County Parks and Recreation, Kemper Outdoor Education Center and other county venues such as the Fire Prairie Creek Wetland and Rotary Youth Camp. This year we also attended Teacher Appreciation Day at the KC Zoo. (4) Organize and conduct training on urban erosion and sediment control for developers, contractors, and builders in cooperation with Jackson County Public Works.

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Section D

## Section D: 2014 Program Information

*Complete a separate program information sheet for each program your agency is applying for funding.*

**Agency Name:** Jackson County Soil and Water Conservation District

**Program Name:** Natural Resources Conservation

### Participants

Identify the number of participants by County that each program serves.

Jackson, MO	
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

### Target Population

Describe target population and demographics to be served by each program.

Our district serves a wide ranged and varied populations including landowners, farmers, teachers, students, government officials, engineers, developers, regulatory personnel, environmentalist, civic organizations, and youth groups.

Would you provide these services to anyone at your door? Yes

Is anyone denied services? No

What level of indigents Few

Please classify your program from the following types by percentage of your agency's overall service

Senior Program % NA

Indigent Program (Below Poverty Level) % NA

Senior Indigent Program % NA

What criteria do you have for the clients you serve?

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Section D

## Section D: 2014 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Jackson County Soil and Water Conservation District

Program Name: Natural Resources Conservation

### Service Delivery Area

Identify your specific geographic service delivery area for each program.

Programs are all conducted within Jackson County. Classroom presentations are held at the Jackson County Kemper Outdoor Education Center, Blue Springs, Buckner Wetland, in Buckner, Schools all over Jackson County, Union Station in Kansas City on Earth Day, and Teacher Appreciation at the KC Zoo. Protecting Urban Soil and Water Workshops have been held in Lee's Summit, Independence, Blue Springs, Sibley and Kansas City, Oak Grove; and a Horse Sense Workshop have been held in Independence, resources have also been provided for the Girl Scout Leaders Training in Kansas City.

### Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.

If you are able to help us with funding again this year, we have in place an info/ed specialist who would be funded from Jackson County Outside Funding only. His sole job will be to visit schools, as other years but also have more time to contact different parts of the county to offer our services in teaching soils. The geographic jurisdiction of the Jackson County Soil and Water Conservation District restricts district activity to other counties. This same person would also be in charge of the KC Region Envirothon of which is sponsored here in Jackson County. The Envirothon team from Pembroke Hill won the National Envirothon in 2012.

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Section D



## Section D: 2014 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Jackson County Soil and Water Conservation District

Program Name: Natural Resources Conservation

### Approach & Method

List the top three (3) objectives for each program.

1. Provide technical assistance and cost-share funding to get soil and water conservation practices on Jackson County land.

2. Increase awareness in the county of the importance of soil at venues offered in the county. We are seeing an increase in the invitations we receive to schools such as BW Shepherd School and other schools in Kansas City.

3. Remain in compliance Chapter 6, Jackson County code, and with Executive Order 04-18.

Detail specific methods you will use to achieve these objectives.

(1) Follow established technical standards and specifications. (2) Employ workshops, presentations, tours, newsletters, demonstrations, displays, and more. (3) Complete annual training and reports, contract with a CPA to use standard accounting procedures for a program audit.

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Section D

## Section D: 2014 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Jackson County Soil and Water Conservation District

Program Name: Natural Resources Conservation

### Evaluation

How can the success of each program be evaluated?

Indicate performance measures or statistics you will use to demonstrate the success of each program.

Technical performance will be evaluated by the number of conservation practices and structures placed in service. Additionally, the Quality Assurance Program of the USDA Natural resources Conservation Service will be employed for evaluation. Information/education programs will be evaluated by tracking participation in each program as well as solidifying feedback from target audiences through evaluation forms and surveys. The success of the program audit will be evaluated by the certified public accountant conducting the audit.

### Notification

How will your organization make clients, the public and the media aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

The Jackson County Legislature is recognized as a sponsor of district programs and activities in our district informational brochure, on specific workshop brochures, in our quarterly newsletter, and on our Website. Verbal recognition has been given at district events and Jackson County employees have been included on event programs. In 2012 Jackson County and funding from Jackson County was widely spread in the state and in the country as our KC Region Envirothon Team won 1st place in the National Envirothon.

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Section D

Exhibit B

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 **Jackson County Soil and Water Conservation District**, (Organization name) 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, **Jackson County Soil and Water Conservation District**, 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.)

Linda Struwe  
Authorized Representative's Signature  
Program Specialist II  
Title

Linda Struwe  
Printed Name  
2/21/14  
Date

Subscribed and sworn before me this 21<sup>st</sup> day of February, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 4/22/15.

G. Sciarra  
Signature of Notary

2/21/14  
Date