

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **CAVE SPRINGS ASSOCIATION**, 8701 Gregory Blvd., Kansas City, Missouri 64133, hereinafter called "Agency."

WHEREAS, the County and Agency desire to enter into a cooperative agreement, whereunder the County will pay \$22,277.00 to Agency.

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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

1. **Services.** Agency shall purchase liability insurance for Cave Spring Park and Interpretive Center located at the corner of Gregory and Blue Ridge Boulevard in Jackson County, Missouri. Agency shall also provide the partial salary of the Executive Director of Cave Spring, the partial salary of a part-time office worker, and necessities to insure public access and safety. The authorized expenditures are more fully set out in the proposal attached hereto and incorporated herein by reference as Exhibit A

2. **Terms of Payment.** The County agrees to pay to Agency the total amount of \$22,277.00 in quarterly installments of \$5,569.25 each, with the first payment 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.

FILED
MAY 04 2011
MISSOURI
COUNTY CLERK

3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Agency 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 Agency's activities pursuant to this Agreement. Agency's failure to submit this annual report shall disqualify Agency from future funding by the County.

4. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have 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.) 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.

5. **Equal Opportunity.** Agency 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, Agency 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.

6. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Agency pertaining to its finances and operations.

7. **Default.** If Agency 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 Agency 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.

8. **Conflict of Interest.** Agency 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.

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. **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 Agency 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 Agency during the performance of this Agreement.

11. **Term**. This Agreement shall be effective January 1, 2011, and shall terminate on December 31, 2011. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) 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 Agency as verified by the County's audit.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 4
day of March, 2011.

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

Mary Jo Sping
Mary Jo Sping
Clerk of the Legislature

CAVE SPRING ASSOCIATION

By: Jodie Smith
Executive Director

Federal I.D. or S.S.#

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 \$22,277.00 which is hereby authorized.

March 2, 2011
Date

D. Noel Thomas
Director of Finance and Purchasing

Account No. 003-7302-56789

03012011022



OUTSIDE AGENCY FUNDING REQUEST FORM 2011 BUDGET

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

Email: auditor@jacksongov.org

EXHIBIT
tabbles
A

SEP 10 2010
KANSAS CITY, MISSOURI

Section A: Organization or Agency Information	page 1
Section B: Agency's 2010 and 2011 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8
Section E: Summary of Request by Program	page 9

Section A: Organization or Agency Information

Name: CAVE SPRING ASSOCIATION

Address: 8701 GREGORY BLVD.

Phone No: 816-547-9679

Fax:

Website Address: www.cavespring.org

Federal Tax ID No: 51-0189082

Fiscal Year Cycle: 2011

Executive Director: AL MADDOX

Name and Title of Principal Contact Person: AL MADDOX, PRESIDENT

Phone No: 816-547-9679

Email Address: a.maddox@srGLOBAL.NET

Submittal of this request has been authorized by:

Date:

9-9-10

Section B: Agency's 2010 and 2011 Revenue Information

Agency's 2011 Projected Revenue Information

Funding Entity	Agency's 2011 Total Projected Revenue Source You Will Request 2011 Funding From	Projected Amount	% of Total Revenue
Federal		\$0	
State		\$0	
Jackson County		\$22,277.00	68
Other Counties		\$0	
City		\$0	
Charity/Donations		\$ 4000.00	12
Fundraisers		\$ 3300.00	10
Other		\$ 3000.00	10
2011 Total Projected Revenue		\$32,577.00	100

Agency's 2010 Revenue Information

Funding Entity	Agency's 2010 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ 0	
State		\$ 0	
Jackson County		\$22,277.00	69
Other Counties		\$ 0	
City		\$ 0	
Charity/Donations		\$ 5300.00	07
Fundraisers		\$ 2350.00	07
Other (please list)		\$ 2140.00	07
2010 Total Revenue		\$32,067.00	100

If your agency received funding from Jackson County in 2010, 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"/>	\$ 22,277.00	
2010 Total Jackson County Funding			\$ 22,277.00	

Did your agency receive funding or resources in 2010 from either of the following?

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

SEP 10 2010

MISSOURI COUNTY
COURT REPORTERS
HARRIS CITY, MISSOURI

Section C: 2011 Program Budget

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

Agency Name: CAVE SPRING ASSOCIATION

Program Name: _____

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Total Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Total Salaries			\$
Total Benefits			\$
Total Personal Services			\$ 0
Contractual Services			
	PEGGY SLOAN		\$ 4,207.00
	AL MADDOX		\$ 16,701.00
			\$
			\$
			\$
			\$
Total Contractual Services			\$ 20,908.00
Supplies			
	LIABILITY INSURANCE		\$ 1,369.00
			\$
			\$
			\$
			\$
			\$
Total Supplies			\$ 1,369.00

Total Program Request \$ 22,277.00

SEP 10 2010

CLERK OF COURT
JACKSON COUNTY, MISSISSIPPI

Section D: 2011 Program Information

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

Agency Name: CAVE SPRING ASSOCIATION

Program Name: _____

Proposed Program

Detail functions to be performed by each program.

The Cave Spring Association operates a park for Jackson County in Southeast Kansas City. The Association maintains a 39 acre historic site and nature park. The park includes a nature center with permanent changing exhibits, 3 picnic areas, 6 miles of walking trails including a handicapped trail, wildlife pond habitat, creeks, waterfall area, butterfly garden, Santa Fe Trail marker (DAR), small cave with a running spring, water garden, bird watching area, scout encampment, and chimneys from the early 1900's. The mission of the Association is to provide access to a park that features and provides our cultural history and the natural resources of our area. The Association uses our web site which is now connected national web sites to provide a wide variety of programs for scouting, schools, special audiences and the general public. We hold special events throughout the year and really focus on families.

SEP 10 2010

Section D: 2011 Program Information

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

Agency Name: CAVE SPRING ASSOCIATION

Program Name: _____

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	4392
Clay, Platte, Cass, MO	281 92
Wyandotte, Johnson, KS	33 3604
Other Missouri	172

NOTE: THESE COUNTS ARE WHEN THE CENTER IS OPEN,

OTHER STATES - 229

Target Population

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

Our web site and our connecting web sites have changed the demographics of our target. We are now becoming a national attraction, we have people from New York, Michigan, Iowa, Ohio, Georgia, Florida, Colorado, Texas, Oklahoma Maine, California and Nebraska. Jackson County is still our main source of visitors. Our educational programs are geared to scouting, schools, day care centers home schooled groups. Our biggest increase is from Johnson County. Our work with scouting and Eagle Scout projects is also growing and has been from the entire metro area.

Would you provide these services to anyone at your door? Answer Yes or **No**

Is anyone denied services? Answer Yes or **No**

What level of indigents (below poverty level) do you serve? .015%

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

Senior Program	.02%
Indigent Program (Below Poverty Level)	.01%
Senior Indigent Program	.005%

What criteria do you have for the clients you serve?

SFP 10 2010

Section D: 2011 Program Information

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

Agency Name: CAVE SPRING ASSOCIATION

Program Name: _____

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Because of our location just off I435 & Gregory on the West, Highway 350/50 on the East, I470 & Blue Ridge Blvd on the South and I70 and Blue Ridge Cut-off on the North. This makes it easy to get to and use our facility and programs.

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.

Funds will be applied to their intended usage of covering basic cost of insurance and salaries. The Association will pursue its mission and target audience in Jackson County.

SEP 10 2010

Section D: 2011 Program Information

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

Agency Name: CAVE SPRING ASSOCIATION

Program Name: _____

Approach & Method

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

1. **Operation and maintenance of the 39 acre historical site and nature center.**
2. **Provide the people of the greater Kansas City metro area the opportunity for education and recreation.**
3. **Educate the public about pioneer and Indian history and nature.**

Detail specific methods you will use to achieve these objectives.

These objectives are achieved by providing educational programs and special events, for a fee, to our targeted audience. These fees along with donations, memberships, fundraisers and provide operational funds for the park. Programs and events are promoted through direct mailings, website, newsletters, and press releases. All programs are designed using the best professional interpretive standards and techniques.

SEP 10 2010

Section D: 2011 Program Information

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

Agency Name: CAVE SPRING ASSOCIATION

Program Name: _____

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.

The success of our programs is evaluated on the basis of growth in membership, park visitors, volunteer participation and in the number of educational programs we give.

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)

Web sites, newsletter signage and verbal communication with park visitors.

SEP 10 2010