

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the Soil and Water Conservation District of Jackson County to provide education and information on soil and water conservation at a cost to the County not to exceed \$18,137.00.

RESOLUTION #16792, January 13, 2009

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, in the 2009 County budget, the Legislature did appropriate funds for a Cooperative Agreement between the County and the Soil and Water Conservation District of Jackson County; and,

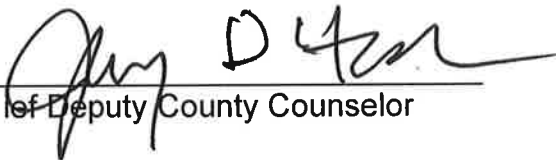
WHEREAS, under the proposed agreement, the District will undertake conservation efforts which inure the benefit and preservation of the road and bridge rights-of-way in the unincorporated County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a cooperative agreement with the Soil and Water Conservation District of Jackson County, at a cost to the County not to exceed \$18,137.00, in a form to be approved by the County Counselor; and,

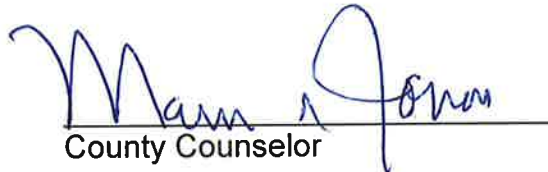
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreement.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16792 of January 13, 2009, was duly passed on January 13, 2009 by the Jackson County Legislature.

Yeas 7

Nays 0

Abstaining 0

Absent 2

1-14-09
Date



Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 004 7201 56789

ACCOUNT TITLE: Special Road and Bridge Fund
Jackson County Soil & Water Conservation
Outside Agency Funding

NOT TO EXCEED: \$18,137.00

1/18/09
Date



Director of Finance and Purchasing

COOPERATIVE AGREEMENT

R. 16792

THIS AGREEMENT, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule County, hereinafter called "the County," and **JACKSON COUNTY SOIL AND WATER CONSERVATION DISTRICT**, 1974 NW Copper Oaks Circle, Blue Springs, MO 64015-8300, a not-for-profit organization, hereinafter called "the District."

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

WHEREAS, the District 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;

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

1. **Services**. The District shall provide to Jackson County and its citizens information related to soil and water conservation efforts, particularly as such information relates to the preservation of road and bridge rights-of-way in Jackson County, as is more fully set out in the proposal and budget attached hereto as Exhibit A.

2. **Terms of Payment**. The County agrees to pay to the District the total amount of \$18,137.00 in quarterly installments of \$4,534.25 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.

3. **Annual Reports**. Within 30 days after the conclusion of each calendar

FILED
MAR 20 2009
MARY JO SPINO
COUNTY CLERK

quarter under this Agreement, the District shall submit a quarterly report, including cancelled checks and invoices, and any other documents requested by the Director of the Department of Finance, 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 the District's activities pursuant to this Agreement. The District's failure to submit this annual report shall disqualify the District 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 County's Budget Director (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 County's Budget Director 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. **Audit.** The County further reserves the right to examine and audit, during

reasonable office hours, the books and records of the District pertaining to the finances and operations of said organization.

6. **Default.** If the District shall default in the performance or observation of any term or condition of this Agreement, the County shall give the District written notice setting forth the default and the correction required. If said default shall continue and not be corrected by the District within 10 days after receipt of the notice, the County may at its election terminate the Agreement and withhold any payments not yet made to said organization. Said election shall not in any way limit the County's rights to such legal redress.

7. **Conflict of Interest.** The District 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.

8. **Term.** This Agreement shall be effective January 1, 2009, and terminate on December 31, 2009.

9. **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 the District 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 the District during the performance of this Agreement.


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

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th day of March, 2009.


JACKSON COUNTY, MISSOURI

JACKSON COUNTY SOIL AND WATER
CONSERVATION DISTRICT

By: 
Michael D. Sanders
County Executive

By: 
Title: District Manager
Federal I.D. No.: 43-1195247

APPROVED AS TO FORM:

By: 
Mark S. Jones
County Counselor

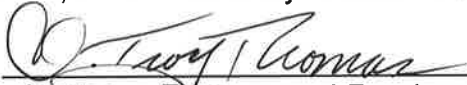
ATTEST:

By: 
Mary Jo Spino
Clerk of 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 treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$18,137.00, which is hereby authorized.

3/13/09
Date


Director of Finance and Purchasing
Account No. 004-7201-30 56789
72012009001



OUTSIDE AGENCY FUNDING REQUEST FORM 2009 BUDGET

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

Email: auditor@jacksongov.org

OCT 03 2008

Section A: Organization or Agency Information	page 1
Section B: Agency's 2008 and 2009 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 7

Section A: Organization or Agency Information

Name:	Jackson County Soil and Water Conservation District		
Address:	1974 NW Copper Oaks Circle, Blue Springs, MO 64015-8300		
Phone No:	816-228-1836, X-3	Fax:	816-229-2384
Website Address:	www.kcswcd.mo.nacdnet.org		
Federal Tax ID No:	43-1195247	Fiscal Year Cycle:	July 1 through June 30
Name and Title of Contact Person:	W. P. Bohnert, Jr.		
Phone No:	816-228-1836, X-108	Email Address:	bill.bohnert@swcd.mo.gov
Submittal of this request has been authorized by:	Board of Supervisors		

	Program Name <i>(please prioritize with number 1 being most important)</i>		Amount
	Natural Resource Conservation	\$	19,092
3.		\$	-
Total Jackson County Funding Request for All Programs			\$ 19,092



Section B: Agency's 2008 and 2009 Revenue Information

Funding Entity	Agency's 2009 Total Projected Revenue Source You Will Request 2009 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State	Missouri Department of Natural Resources	\$ 102,696	0.778113794
Jackson County	Jackson County Legislature	\$ 19,092	0.144656955
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	Donations	\$ 1,694	0.012831827
Fundraisers		\$ -	0
Other	Workshops, Private Sector Grants, Interest	\$ 8,499	0.064397424
2009 Total Projected Revenue		\$ 131,981	

Funding Entity	Agency's 2008 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State	Missouri Department of Natural Resources	\$ 96,126	0.766489733
Jackson County	Jackson County Legislature	\$ 19,092	0.15223647
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	Donations	\$ 1,694	0.013504169
Fundraisers		\$ -	0
Other	Workshops, Private Sector Grants, Interest	\$ 8,499	0.067769629
2008 Total Revenue		\$ 125,410	

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"/>	\$ 19,092	Nat. Res. Conservation
2008 Total Jackson County Funding			\$ 19,092	

Section C: Individual Program Budget

Complete a separate program budget for each program your agency is applying for funding. Program Name, Priority, and Total Program Request Amount from this sheet must match information entered under Section A, page 1.

Jackson County Soil and Water Conservation District

Name, Title, No. of Employees	
W. P. Bohnert, Jr.; District Mngr./Conservation Education Dir.; 1	03: 18 2008
W. D. Fry; District Technician; 1	
Salary	\$ 11,558
Benefits	\$ 5,779
Total Personal Services	\$ 17,337

Program Audit (Ralph C. Johnson & Co. PC, CPA)	\$ 800
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Contractual Services	\$ 800

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Supplies	\$ -

Total Program Request \$ 18,137

Section D: Program Information

Complete each section for each program your agency is applying for funding. All Program 1 information should be entered in the left column, all Program 2 information in the middle column, and all Program 3 information in the right column.

Program 1 Name Natural Resource Conservation	Program 2 Name Natural Resource Conservation (cont.)	Program 3 Name
<p>(1) Provide technical assistance for the design and layout of soil conservation structures and practices on Jackson County land. (2) Administrate cost-share and loan interest-share programs making available over \$183,000 of state funding annually to Jackson County landowners for conservation structures, practices, and equipment. (3) Present soil conservation 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. (4) Organize and conduct training on urban erosion and sediment control for</p>	<p>developers, contractors, and builders in cooperation with Jackson County Public Works. (5) Provide natural resource expertise to the Jackson County Master Plan steering committee</p>	
<p>Our district serves wide ranged and varied populations including landowners, farmers, teachers, students, government officials, engineers, developers, regulatory personnel, environmentalists, civic organizations, and youth groups. Specific audiences are targeted for specific programs and events.</p>		

<p>Programs are conducted within Jackson County. Specifically, X-Stream Green programs are held at the Jackson County Kemper Outdoor Education Center, Blue Springs; WinTR-55 workshops are held in Independence; the protecting urban soil and water workshops have been held in Lee's Summit, Independence, Blue Springs, Sibley, and Kansas City.</p>			
Jackson	4,905		
Clay/Platte	-		
Cass	-		
Johnson/ Wyandotte	-		
Other	-		

<p>The programs for which the district receives Jackson County funding are conducted at venues located within Jackson County. They are specifically designed for Jackson County residents, for example, landowners, farmers, students, contractors, developers, and others. The geographic jurisdiction of the Jackson County Soil and Water Conservation District restricts district activity to Jackson County.</p>		
<p>1. Provide technical assistance and cost-share funding to get soil and water conservation practices on Jackson County land.</p>		
<p>2. Increase conservation awareness and knowledge to facilitate implementation of soil and water conservation practices.</p>		
<p>3. Remain in compliance with Executive Order 04-18.</p>		
<p>(1) Follow established technical standards and specifications. (2) Employ workshops, presentations, tours, newsletters, demonstrations, displays, and more. (3) Complete semi-annual training and reports, contract with a CPA to use standard accounting procedures for a program audit.</p>		

<p>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 Service will be employed for evaluation. Information/education programs will be evaluated by tracking participation in each program as well as soliciting feedback from target audiences through evaluation forms and customer satisfaction surveys. The success of the program audit will be evaluated by the certified public accountant conducting the audit.</p>		
<p>The Jackson County Legislature is recognized as a sponsor of district programs and activities in our district informational brochure, on specific workshop brochures, and on our Website. Verbal recognition has been given at district events and Jackson County employees have been included on event programs.</p>		