

COOPERATIVE AGREEMENT

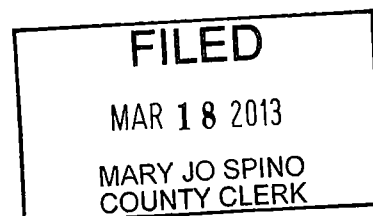
AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **JACKSON COUNTY SOIL AND WATER CONSERVATION DISTRICT**, 1974 NW Copper Oaks Circle, Blue Springs, Missouri 64015, hereinafter called "Agency."

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

WHEREAS, the Agency 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 Agency respectively promise, covenant, and agree with each other as follows:

1. **Services.** Agency 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.

2. **Terms of Payment.** The County agrees to pay to Agency the total amount of \$16,940.00 in quarterly installments of \$4,235.00 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. The County, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.

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. **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 Agency pertaining to its finances and operations.

8. **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.

9. **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.

10. **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.

11. **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.

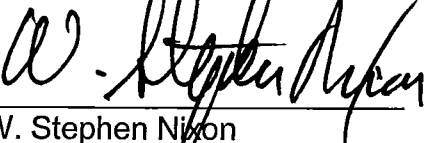
12. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Agency as verified by the County's audit.

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

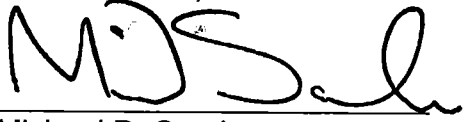
(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement this 18th
day of March, 2013.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

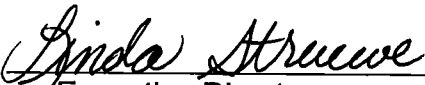
JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

JACKSON COUNTY SOIL AND
WATER CONSERVATION DISTRICT

By: 
Executive Director
Federal I.D. 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.

March 14, 2013
Date


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

72012013001



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

Email: auditor@jacksongov.org

| | |
|---|-------------|
| Section A: Organization or Agency Information | page 1 |
| Section B: Agency's 2012 and 2013 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: | Jackson County Soil and Water Conservation District | |
| Address: | 1974 NW Copper Oaks Circle | Blue Springs, MO 64015 |
| Phone No: | 816-228-1836 x 3 | Fax: 816-229-2384 |
| Website Address: | www.swcd.mo.gov/jackson | |
| 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: linda.struwe@swcd.mo.gov |
| Submission of this request has been authorized by: Linda Struwe | | |
| Date: | 25-Aug-12 | |

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Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

| Funding Entity | Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From | Projected Amount | % of Total Revenue |
|-------------------------------------|--|---------------------|-----------------------|
| Federal | | \$ - | 0 |
| State | | \$ 78,744 | 81 |
| Jackson County | | \$ 16,940 | 18 |
| Other Counties | | \$ - | 0 |
| City | | \$ - | 0 |
| Charity/Donations | | \$ 500 | 1 |
| Fundraisers | | \$ - | 0 |
| Other | | \$ 600 | 1 |
| 2013 Total Projected Revenue | | \$ 96,784 | |

Agency's 2012 Revenue Information

| Funding Entity | Agency's 2012 Total Revenue Source You Received Funding From | Amount | % of Total Revenue |
|---------------------------|---|------------------|-----------------------|
| Federal | | \$ - | 0 |
| State | | \$ 78,316 | 81 |
| Jackson County | | \$ 16,940 | 18 |
| Other Counties | | \$ - | 0 |
| City | | \$ - | 0 |
| Charity/Donations | | \$ 600 | 1 |
| Fundraisers | | \$ - | 0 |
| Other (please list) | | \$ 600 | 1 |
| 2012 Total Revenue | | \$ 96,456 | |

**If your agency received funding from Jackson County in 2012,
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"/> | \$ 16,940 | Natural Res. Conservation |
| 2012 Total Jackson County Funding | | | \$ 16,940 | |

Did your agency receive funding or resources in 2012 from either of the following?

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

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Section C: 2013 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

| Personal Services | | | |
|--|---------------|---|---|
| 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 III/Info Ed | 32,697 | 22% | \$ 7,051 |
| | | | \$ - |
| Technician/Info Ed | 24,327 | 7% | \$ 1,663 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Total Salaries | | | \$ 8,714 |
| Total Fringe Benefits | | | \$ 7,386 |
| Total Personal Services | | | \$ 16,100 |
| Contractual Services | | | |
| Program Audit (Ralph C. Johnson & Co.PC, CPA) | | | \$ 840 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Total Contractual Services | | | \$ 840 |
| Supplies | | | |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Total Supplies | | | \$ - |

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Total Program Request \$ 16,940

Section C

Section D: 2013 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) Provide technical assistance for the design and layout of soil conservation structures and practices on Jackson County land. (2) Adminstrate cost-share program making available \$126,000 of state funding for FY-13 to Jackson County landowners for conservation structures practices. (3) Continues to put in place the Executive Order 12-08 by the Governor helping Jackson County landowners with Drought Assistance with water. (4) 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 food and their very existence. Jackson County Soil and Eater 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 will also attend Teacher Appreciation Day at the KC Zoo, Earth Week at Science City in Union Station and any other event that we're invited to share out knowledge on soil. (5) 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: 2013 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 | 5,000 |
| 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 wide ranged and varied populations including landowners, farmers, teachers, students, government officials, engineers, developers, regulatory personnel, environmentalist, civic organizations, and youth groups. Specific Audiences are targeted for specific programs and events.

Would you provide these services to anyone at your door? Yes **Answer Yes or No**
 Is anyone denied services? No **Answer Yes or 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?
 Everyone can receive advice on erosion.

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Section D: 2013 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 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; and Horse Sense Workshops have been held in Independence. resources are also 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.

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.

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Section D: 2013 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 conservation awareness and knowledge to facilitate implementation of soil and water conservation practices.

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: 2013 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 on 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 soliciting 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.

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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 Struewe
Authorized Representative's Signature

Linda Struewe
Printed Name

Program Specialist II
Title

3-5-13
Date

Subscribed and sworn before me this 5 day of March, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 8/13/16.

Lindsay Clark
Signature of Notary

3/5/13
Date

