

**COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **SOUTH KANSAS CITY ALLIANCE, 5912 E. BANNISTER RD., KANSAS CITY, MO 64134**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for the Economic Development Summit; and,

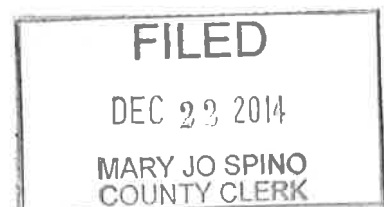
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **Services**. Organization shall provide the South Kansas City Alliance Economic Development Summit, as is more fully set out in the proposal 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. Any changes to the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment**. A lump sum payment of \$3,000.00 will be made in a timely manner upon execution of this Agreement. 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/Other Documentation.** Within 30 days after the execution of this Agreement, Organization shall submit a 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. Organization'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 Agreement unless Organization shall have submitted to the County's 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) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of

Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were 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. **Audit**. The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to its finances and operations. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

7. **Default**. If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

8. **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.

9. **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.

10. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason 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. **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) 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 Organization during the performance of this Agreement.

12. **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.

13. **Term.** The term of this Agreement shall commence 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.

14. **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.

15. **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.

16. **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  
Q. Troy Thomas  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**South Kansas City Alliance**  
Stacey Johnson-Cosby, President  
5912 E. Bannister Rd.  
Kansas City, MO 64134  
(816) 591-5921

17. **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.

18. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

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

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



19. **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.

20. **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.

21. **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.

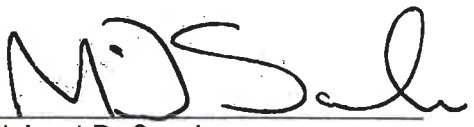
22. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 22nd day of December, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

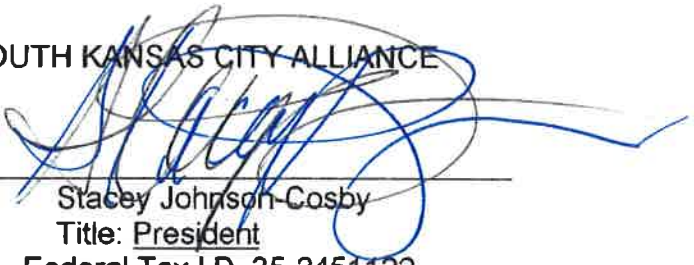
  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

By   
\_\_\_\_\_  
Michael D. Sanders  
County Executive

ATTEST:

SOUTH KANSAS CITY ALLIANCE

  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

By   
\_\_\_\_\_  
Stacey Johnson-Cosby  
Title: President  
Federal Tax I.D. 35-2451122

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement 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 \$3,000.00, which is hereby authorized.

December 18, 2014  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 001-1220-56789

12202014005



# OUTSIDE AGENCY FUNDING REQUEST FORM 2014 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 2013 and 2014 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: *South Kansas City Alliance*

Address: *5912 E. Bannister Rd, KCMO* Zip Code: *64134*

Phone No: *816.591.5921* Fax:

Website Address: *www.southkcAlliance.org*

Federal Tax ID No: *35-24-51122* Fiscal Year Cycle:

Executive Director: /President: *Stacey Johnson-Cosby*

Name and Title of Principal Contact Person:

Phone No: *816.591.5921* Email Address: *stacySKCA@gmail.com*

Submittal of this request has been authorized by: *[Signature]* Date: *9/15/14*



**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 -	#DIV/0!
State		\$ 0 -	#DIV/0!
Jackson County		\$ 3,000 -	#DIV/0!
Other Counties		\$ 0 -	#DIV/0!
City		\$ 0 -	#DIV/0!
Charity/Donations		\$ 0 -	#DIV/0!
Fundraisers	<i>sponsorship &amp; franchise event →</i>	\$ 10,000 -	#DIV/0!
Other	<i>dues</i>	\$ -	#DIV/0!
<b>2014 Total Projected Revenue</b>		<b>\$ -</b>	

**Agency's 2013 Revenue Information**

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	<div style="border: 1px solid blue; padding: 5px;"> <p style="color: blue; font-weight: bold; font-size: 1.2em;">RECEIVED</p> <p style="color: red; font-weight: bold; font-size: 1.1em;">SEP 18 2014</p> <p style="font-size: 0.8em;">JACKSON COUNTY AUDITORS OFFICE KANSAS CITY MISSOURI</p> </div>	\$ 0 -	#DIV/0!
State		\$ 0 -	#DIV/0!
Jackson County		\$ 0 -	#DIV/0!
Other Counties		\$ 0 -	#DIV/0!
City		\$ 0 -	#DIV/0!
Charity/Donations		\$ 0 -	#DIV/0!
Fundraisers		\$ 0 -	#DIV/0!
Other (please list)		<i>dues</i>	\$ -
<b>2013 Total Revenue</b>		<b>\$ -</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 type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
<b>2013 Total Jackson County Funding</b>			<b>\$ -</b>	


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

Mid America Regional Council	<i>N/A</i>	<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: South Kansas City Alliance

Program Name: South Kansas City Alliance Economic Development  
*Summer - "Planning for Growth"*

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
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
Avila University - while the faculty was on sabbatical, we still have to pay for items listed here:			\$ -
			\$ -
			\$ -
			\$ -
Total costs for Food service (breakfast & Lunch) (bid attached)		\$3582	\$ 3000.00
Total Contractual Services			\$ -
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Program Request \$ 3000 N +

*Proposal for Economic Development Summit October 11, 2014  
Facility and Foodservice*

*Continental Breakfast and Boxed Lunch will be stationed in the Helms Room off Goppert Lobby.  
> We will provide linen for high tops & seating area.  
Beverages will be stationed from the Concession Stand area in Goppert Lobby.*

**Continental Breakfast:** 225 @ \$6.30 \$1,417.50

- > Coffee cake
- > Seasonal sliced fruit tray
- > Bagel & cream cheese
- > Orange Juice
- > Coffee

**Breaks:**

- > Bottled Water \$1 each (Avila Recommends cup of water for eco reasons) \$100.00
- > Canned Soda: \$1 each \$20.00
- > Iced Water: \$5 for 50 cups \$280.00
- > Coffee: \$70 for 4 gallons

**Boxed Lunches: Sandwich, Chips, Pasta Salad, Cookies, Whole Fruit**

- > Turkey & Swiss: 100 @ \$8.00 \$800.00
- > Ham & Swiss: 75 @ \$8.00 \$600.00
- > Veggie Wrap: 50 @ \$6.50 \$325.00

EXTRA LINEN: 18 @ \$5.00 each ( For Market Center) \$40.00

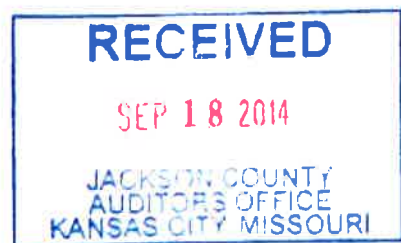
**Total Foodservice Cost** \$3,582.50

**Total Costs for Facility** **\$5,492.00**

*Waived Cost as part of In-Kind Avila* \$3,850.00

**Total Net Costs for Facility** \$1,642.00

**Total Cost Foodservice and Facility** **\$5,224.50**





**Section D: 2014 Program Information***Complete a separate program information sheet for each program your agency is applying for funding.***Agency Name:**

SKCA

**Program Name:**

SKCA - Economic Development Summit

**Proposed Program**

Detail functions to be performed by each program.

Do you want to know what's going on in South Kansas City? There's a lot of economic development activity with Cerner, Oxford on the Blue, the Three Trails Industrial Park - NorthPoint, the I50 Highway corridor, the Bannister Federal Complex and others business that are choosing to locate and develop projects in South Kansas City.

The South Kansas City Alliance (SKCA) is an organization that is "United with one voice to strengthen southland neighborhoods and promote positive economic growth" through supporting businesses, neighborhoods, civic, education and faith-based institutions. The SKCA is led by Reece & Nichols REALTOR, Stacey Johnson-Cosby, who is serving as President and Cathy Knight-Kotzias, REALTOR with Keller Williams, who is the SKCA Economic Development Committee Chair. They are hosting the **South Kansas City Alliance Economic Development Summit - "Planning for Growth" on Saturday, October 11th from 8:00am-1:00pm at Avila University on 11901 Wornall Rd.**

The event will open with a panel discussion featuring the companies that have chosen South Kansas City to make a major investment with development projects in. We will also learn what opportunities exist in the areas of housing, jobs, services and new startup businesses based on the projected growth.

Our breakout sessions include topics such as community led entrepreneurship, education, **neighborhood revitalization and South Kansas City housing stats & trends** - in which a representative from KCRAR will present the state of our housing market, including sharing MLS statistics about new and resale home sales and trends. We will also learn what the opportunities are for building new home communities and multi-family housing to satisfy the demand from the influx of people into the area.

We'll hear from economic development experts who are actively working in our area to attract businesses and families and learn what future businesses are looking for. Our featured speaker is Jim DeLisle, Ph.D, Director of the Lewis White Center for Real Estate at the UMKC Bloch School of Management. He'll give an overview of our community's assets using real estate market data, he will identify resources and growth opportunities - as well as share some action steps to point us towards our future.

**Registration is free, but because we are providing breakfast and lunch, we are asking for RSVPs.** Please visit our website at [www.SouthKCAAlliance.org](http://www.SouthKCAAlliance.org) to register.

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KANSAS CITY, MISSOURI

## Section D: 2014 Program Information

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

**Agency Name:** SKCA

**Program Name:** SKCA: Economic Dev. Summit

### Participants

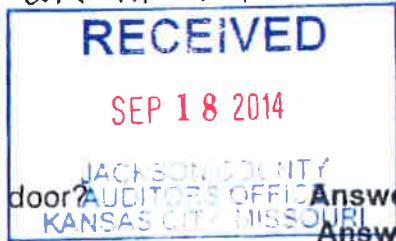
Identify the number of participants by County that each program serves.

Jackson, MO	we are fully in Jackson county (5 <sup>th</sup> & 6 <sup>th</sup> council district target attendance in 2 boundaries 200-300 people)
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

### Target Population

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

Any one that has an interest in living, working or doing business in South Kansas City (defined as within the 5<sup>th</sup> & 6<sup>th</sup> city council districts). Generally south of 59<sup>th</sup> St to Markin City / 135<sup>th</sup> St, State line to the Lees Summit / Raytown city limits. SKC Civic, chamber, government officials, neighborhood organizations & leaders are invited & will be participating.



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

What level of indigents (below poverty level) do you serve? **NOT sure**

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

Senior Program	%
Indigent Program (Below Poverty Level)	%
Senior Indigent Program	%

What criteria do you have for the clients you serve?

### Service Delivery Area

Identify your specific geographic service delivery area for each program.



### Section D: 2014 Program Information

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

Agency Name: SKCA

Program Name: SKCA

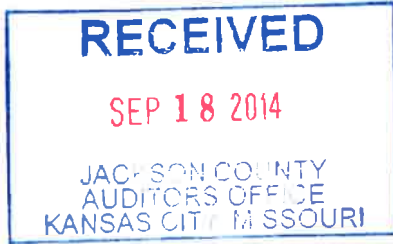
1. Our first indication of success will be the number of participants in attendance and the take aways follow up afterwards with in the community.

2. We will be able to evaluate the success of each program / topic on the spot. If we see a way to improve it as we go, we will be prepared to make adjustments.

3. We will survey the participants (speakers & attendees) to determine if we've met our goals & theirs.

Detail specific methods you will use to achieve these objectives.

I believe that our survey results will be the best way to measure the success of each of our programs.



#### 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.

### Section D: 2014 Program Information

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

Agency Name: SKCA

Program Name: SKCA Economic Dev. Summit

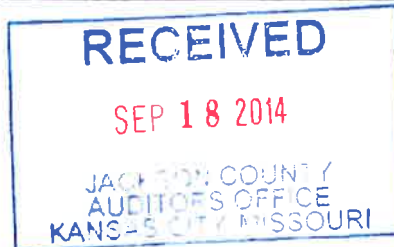
#### Promotional tools:

1. Our website & others will post the information
2. We will widely ~~send~~ <sup>substantiate</sup> our press release to the media
3. We will ask various groups, organizations, neighborhoods & sponsors to post our information or participate via email blasts to their contacts
4. Physically distribute flyers

#### 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)

We plan to promote the event through traditional media, email blasts and social media. We will distribute a press release & send promotional flyers. Since this is a first time event, we don't have past examples to share. We also plan to highlight our sponsors in our printed program & on screen at the event. We will also list our sponsors from the stage at the event.



### Section D: 2014 Program Information

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

Agency Name: SKCA

Program Name: SKCA: Economic Development Summit

1. To support the economic development drivers in our community - businesses big & small (upstarts, too) by determining what the needs of their employees are to theirs. We also want to determine what the people living in the community can expect from these companies.
2. To continue the momentum with the new developments underway, or planned in our community and encourage additional development <sup>including housing</sup>.
3. To make sure we stay connected & have a deliberate plan to continue & establish relationships amongst all.

#### Fund Separation of the entities in south k.c.

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.

Our target audience is mostly county residents, or people who want to provide service to residents. We want to promote living in Jackson County, starting & running businesses here. Our ultimate goal is to continue to encourage development and sustain with the momentum that has been started.

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KANSAS CITY MISSOURI

#### Approach & Method

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

**Section E: Summary of Jackson County Funding Request by Program**

Agency Name: SKCA

Program Name: SKCA

	Amount
1. SKCA Economic Development Summit - Planning for Growth	\$ 3,000 .00
2.	\$ -
3.	\$ -
<b>Total Jackson County Funding Request for All Programs \$ 3,000 .00</b>	

Is there anything Jackson County can do to help your operation run more efficiently?

Just to help spread the word about this great event! We'd also like to stay connected w/ the county to support all development in southwest.  
Thanks

