

COOPERATIVE AGREEMENT

R. 17139

KJS
5/20/10

THIS AGREEMENT is made by and between Jackson County, Missouri, a Constitutional Home Rule County, hereinafter called "County" and Cave Spring Association, Inc., 8701 E. Gregory, Kansas City, MO 64133, hereinafter called "Cave Spring."

WITNESSETH:

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

WHEREAS, the County deems it to be in the best interest of its citizenry to support this association in this manner;

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

1. **Services To Be Provided.** Cave Spring 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. Cave Spring 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 Cave Spring a total amount not to exceed \$22,277.00. The County agrees to pay Cave Spring the amount of \$22,277.00, in quarterly installments of \$5,569.25 each, with the first payment for the 1st

FILED

APR 29 2010

MARY JO SPINO
COUNTY CLERK

quarter to be made upon execution of the Agreement.

3. **Annual Report.** Cave Spring shall submit an annual report, including cancelled checks and invoices, and other documentation as requested by the County's Director of Finance to show that the funds paid to Cave Spring by the County were used for the purpose set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2010. Failure to submit the annual report shall disqualify Cave Spring 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 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 Cave Spring pertaining to the insurance to be purchased under this Agreement.

6. **Default.** If Cave Spring shall default in the performance of any term of this Agreement, the County shall give Cave Spring written notice setting forth the default and the corrective action required. If said default shall continue by Cave Spring and not be corrected within 10 days of the receipt of said notice, the County may, at its election, terminate the contract and withhold any payments not yet made to Cave Spring. Said election shall not in any way limit the County's rights to seek legal redress.

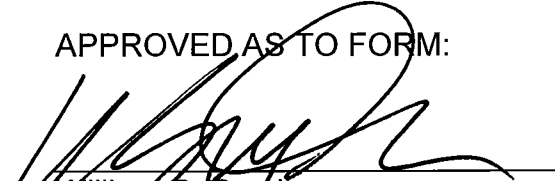
7. **Conflict of Interest.** Cave Spring warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

8. **Term.** This Agreement shall be effective January 1, 2010, and shall terminate on December 31, 2010. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay for only those services actually performed by Cave Spring as verified by the County's audit.

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


IN WITNESS WHEREOF, the County and Cave Spring have executed this Agreement this 29 day of June, 2010.

APPROVED AS TO FORM:



William G. Snyder
Acting County Counselor

JACKSON COUNTY, MISSOURI

By: 


Michael D. Sanders
County Executive

ATTEST:

By: 

Mary Jo Spino
Clerk of the Legislature

CAVE SPRING ASSOCIATION, INC.

By: 


Director

Federal I.D. # 51-0189082

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.

Date April 27, 2010



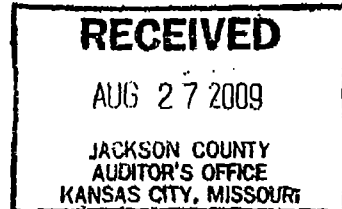
Director of Finance and Purchasing
Account No. 003-7302-56789
7302 2010 001



OUTSIDE AGENCY FUNDING REQUEST FORM 2010 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 2009 and 2010 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8

Section A: Organization or Agency Information

Name: CAVE SPRING ASSOCIATION

Address: 8701 GREGORY KANSAS CITY, Mo. 64133

Phone No: 816-358-2283 Fax: 816-358-6333

Website Address: www.cavespring.org

Federal Tax ID No: 51-0189082 Fiscal Year Cycle: 2010

Name and Title of Contact Person: AL MADDOX

Phone No: 358-2283 CELL-547-9679 Email Address: a.maddox@sbcglobal.net

Submission of this request has been authorized by: AL MADDOX

Summary of Jackson County Funding Request by Program

Program Name (please prioritize with number 1 being most important)	Amount
1. CAVE SPRING HISTORIC SITE AND NATURE CENTER	\$ 23,800 ⁰⁰
2.	\$ -
3.	\$ -
Total Jackson County Funding Request for All Programs	\$ 23,800⁰⁰

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 Page 1, Section A.

Agency Name: CAVE SPRING ASSOCIATION

Program Name: _____ Priority: _____

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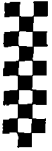
JACKSON COUNTY
AUDITOR'S OFFICE
KANSAAS CITY, MISSOURI

Personal Services					
<small>Foreign Salary Request below 100% Foreign Born or 100% Foreign Born</small>					
Position	No. of Hours		FTE	Rate	Annual Hours
	Per Week	or Annually			x
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
Total Salaries					\$ -
Total Benefits					\$ -
Total Personal Services					\$ 0 -
Contractual Services					
PEGGY SLOAN					\$ 16,701.00
AL MADDOX					\$ 4,176.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Contractual Services					\$ 20,877.00
Supplies					
LIABILITY INSURANCE					\$ 1400.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Supplies					\$ 1400.00

Total Program Request \$22,277.00

Jackson	4280		
Clay/Platte	347		
Cass	302		
Other Missouri	216	GUEST FROM OTHER STATES	261
Kansas	3166		
<p>Our web site has changed the demographics of our target. We are now getting 20,000 + people annually, with people coming from Michigan, Ohio, Iowa, Nebraska, Arkansas, Georgia and Oklahoma. The majority is from Jackson County (65%). Our educational programs are geared to scouting, schools, day care centers and home schooled groups. We have seen a big increase in groups from Johnson County for our programs. Our special events and Eagle Scout programs also serve the entire metro area.</p>			

1.		<p>1. Operation and maintenance of the 39 acre historical site and nature center.</p>	
2.		<p>2. Educate the public about pioneer and Indian history and nature.</p>	
3.		<p>3. Provide the people of the greater Kansas City metro area the opportunity for education and recreation.</p>	<p>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 grants provide operational funds for the park. Programs and events are promoted through direct mailings, websites, newsletters, and press releases. All programs are designed using the best professional interpretive standards and techniques.</p>



Cave Spring Association

8701 E. Gregory Blvd. Kansas City, MO 64133-6351

816.358.2283 • www.CaveSpring.org

"Where History Meets Nature"

Job Descriptions:

- 1. Peggy Sloan – Handles all financial (writes checks, pays bills, keeps the books and handles all cash and bank transactions). Books all events, conducts educational classes, conducts hikes, answers the phone and cleans interpretive center.**
- 2. Al Maddox – Conducts educational classes, conducts hikes, responsible for all repairs to park structures, responsible for condition of 34 acres of the parks and the 6 miles of trails, write the newsletter, sets up Eagle scout projects and all scouting events outdoors, sets up displays in the interpretive center, Getting all literature, photos ready for new research room and anything needed to make park better.**