

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."

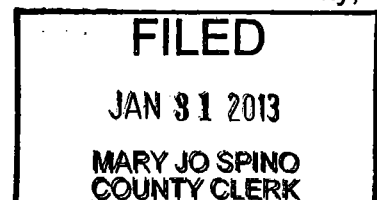
WHEREAS, the County and Agency desire to enter into a cooperative agreement, whereunder the County will pay \$22,277.00 to Agency.

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. 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. **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.

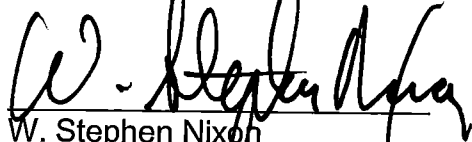
10. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Agency shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including 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, 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.

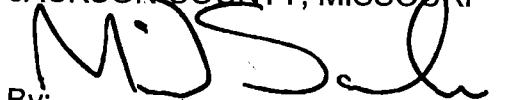
12. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 31
day of JAN., 2013.

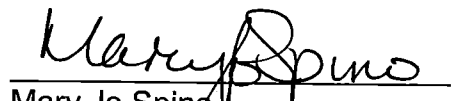
APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

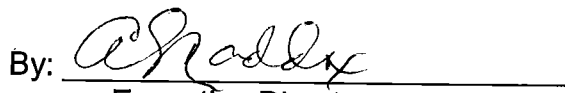
JACKSON COUNTY, MISSOURI


By: Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

CAVE SPRING ASSOCIATION

By: 
Executive Director
Federal I.D. No: 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

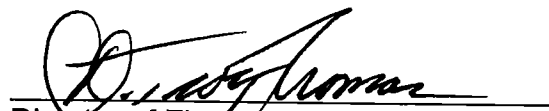

Director of Finance and Purchasing
Account No. 003-7302-56789
7302 2013001



EXHIBIT
A

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: CAVE SPRING ASSOCIATION

Address: 8701 GREGORY BLVD.

Phone No: 816-547-9679

Fax: —

Website Address: CAVE SPRING.ORG

Federal Tax ID No: 51-0189082

Fiscal Year Cycle: 2013

Executive Director: AL MADDOX

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

Phone No: 816-547-9679

Email Address: A.MADDOX@SBCGLOBAL.NET

Submittal of this request has been authorized by:

8-18-12 Date:

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AUDITORS OFFICE
KANSAS CITY, MISSOURI

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		\$ -	#DIV/0!
State		\$ -	#DIV/0!
Jackson County		\$ 22,277.00	#DIV/0!
Other Counties		\$ -	#DIV/0!
City		\$ -	#DIV/0!
Charity/Donations		\$ 4,000.00	#DIV/0!
Fundraisers		\$ 3,500.00	#DIV/0!
Other		\$ 1,300.00	#DIV/0!
2013 Total Projected Revenue		\$ 31,077.00	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	#DIV/0!
State		\$ -	#DIV/0!
Jackson County		\$ 22,277.00	#DIV/0!
Other Counties		\$ -	#DIV/0!
City		\$ -	#DIV/0!
Charity/Donations		\$ -	#DIV/0!
Fundraisers		\$ -	#DIV/0!
Other (please list)		\$ -	#DIV/0!
2012 Total Revenue		\$ -	

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"/>	\$ 22,277.00	
2012 Total Jackson County Funding			\$ 22,277.00	

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: CAVE SPRING ASSOCIATION

Program Name: _____

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
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
Total Personal Services			\$ 0 -
Contractual Services			
AL MADDOX			\$ 16686.00
PEGGY SLOAN			\$ 4000.00
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 20,686.00
Supplies			
LIABILITY INSURANCE			\$ 1591.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Program Request \$ 22,277 - 00

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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: _____

Program Name: _____

Proposed Program

Detail functions to be performed by each program.

Cave Spring Association operates a Jackson County Park in Southeast Jackson County. We have added several new attractions in the park this year. This 39 acre park now has over 5 miles of walking trails with 3 new ones this year. Our old and new attractions include a nature center with displays on nature and the history of our area, wildlife pond with habitats, new bridges, a waterfall area with shelter house and picnic area , fire pit, small cave. water garden with fish, Duck Island, 2 camping area's one for large groups and one for family size camping, bird watching area, chimney's from cabins made in 1918 and several picnic area's. We have a great web site which we receive hits from all over the country, We hold special events that focus on the family and our biggest event is Pumpkins on Parade with over 2000 visitors in 4 hours and over a 1000 carved pumpkins. Our main mission is to have the greatest small park in the greater Kansas City area and educate our visitors on our history and nature.

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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: CAVE SPRING ASSOCIATIONS

Program Name: _____

Service Delivery Area

Identify your specific geographic service delivery area for each program.

We are located just off I435 one mile East of Swope Park on Gregory Blvd.. This makes us accessible to all of greater K.C..

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 County covers our insurance and salaries.

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Section D

Section D: 2013 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	9,639
Clay, Platte, Cass, MO	360
Wyandotte, Johnson, KS	3975
Other Missouri	512
<i>OTHER STATES - 463</i>	

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

The have Spring web site (cave spring.org.) has changed our demographic targets. We now get inquires from all over the Country about our facility. Jackson County is still our biggest target area. We gear our programs to scouting, schools, day care centers, handicapped, home schoolers and church groups. Our biggest increase is from Johnson County and Eagle scout projects.

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?

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

Senior Program

5 %

Indigent Program (Below Poverty Level)

2 %

Senior Indigent Program

0 %

What criteria do you have for the clients you serve?

Provide good up to date programs and keep our fees reasonable. and this will help all groups.

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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: CAVE SPRING ASSOCIATION

Program Name: _____

Approach & Method

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

1.

Give people a place to have recreation and see nature and a place with historical significance.

2.

Develop and maintain this nature and historical site and park.

3.

Provide educational opportunity for nature and history.

Detail specific methods you will use to achieve these objectives.

Provide educational programs and tours for a fee. These fees along with donations, memberships and fundraisers help us fund the park. This year with higher utility cost and the lose of revenue because of the heat we have had to dig deep for donations to keep us going. Our web site has been a big part of our success.

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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:

CADZ SPRING ASSOCIATIONS

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.

Visitor participation both new and repeat and participation in our new and regular programs. We now have national and state recognition as a historical site which will help visitation.

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 have developed our biggest asset our web site with face book and other nature and historical sites. We combine our story with other sites to tell our story. We have a new family campsite to go with our scout campsite giving people a choice of a place to go and camp close with the cost of gas is high. Giving Scouts a place to do their Eagle Project and improve our park at the same time.

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Section D