

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."

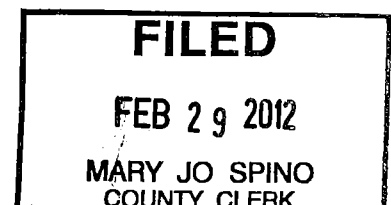
WHEREAS, the County and Agency desire to enter into a cooperative agreement, whereunder the County will pay \$22,277.00 to Agency.

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.

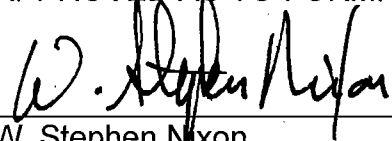
10. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Agency shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including 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, 2012, and shall terminate on December 31, 2012. 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 29
day of Feb., 2012.

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

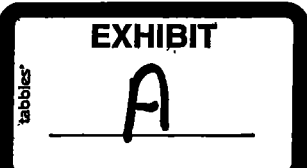
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OUTSIDE AGENCY FUNDING REQUEST FORM 2012 BUDGET

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

Email: auditor@jacksongov.org



Section A: Organization or Agency Information	page 1
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Section A: Organization or Agency Information

Name: CAVE SPRING ASSOCIATIONS

Address: 8701 GREGORY BLVD.

Phone No: 816-547-9679

Fax: —

Website Address: CAVE SPRING.ORG

Federal Tax ID No: 51-0189082

Fiscal Year Cycle: 2012

Executive Director: AL MADDOX

Name and Title of Principal Contact Person: AL MADDOX

Phone No: 816-547-9679

Email Address: a.maddox@sbcglobal.net

Submittal of this request has been authorized by:

Date:

[Signature]

9-13-11

SEP 15 2011

JACKSON COUNTY
AUDITOR GENERAL
KANSAS CITY, MISSOURI

Section B: Agency's 2011 and 2012 Revenue Information

Agency's 2012 Projected Revenue Information

Funding Entity	Agency's 2012 Total Projected Revenue Source You Will Request 2012 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		\$ 3100.00	#DIV/0!
Fundraisers		\$ 3200.00	#DIV/0!
Other		\$ 2000.00	#DIV/0!
2012 Total Projected Revenue		\$ 30,577.00	-

Agency's 2011 Revenue Information

Funding Entity	Agency's 2011 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	#DIV/0!
State		\$ -	#DIV/0!
Jackson County		\$22,277	#DIV/0!
Other Counties		\$ -	#DIV/0!
City		\$ -	#DIV/0!
Charity/Donations		\$ -	#DIV/0!
Fundraisers		\$ -	#DIV/0!
Other (please list)		\$ -	#DIV/0!
2011 Total Revenue		\$ -	-

**If your agency received funding from Jackson County in 2011,
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	
2011 Total Jackson County Funding			\$ 22,277.00	

Did your agency receive funding or resources in 2011 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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JACKSON COUNTY

KANSAS CITY, MISSOURI

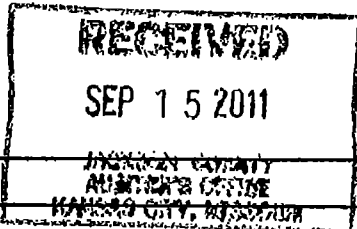
Section C: 2012 Program Budget

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

Agency Name: CAVE SPRING ASSOCIATIONS

Program Name: _____

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Total Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Benefits			\$ -
Total Personal Services			\$ 0 -
Contractual Services			
AL MADDOX PEGGY SLOAN			\$ 16,840.00 -
			\$ 4000.00 -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 20,840.00
Supplies			
LIABILITY INSURANCE			\$ 1437.00 -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 1437.00



Total Program Request \$ 22,277.00

Section D: 2012 Program Information

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

Agency Name:

CAVE SPRING ASSOCIATION

Program Name:

Proposed Program

Detail functions to be performed by each program.

Cave Spring Association operates a park in Southeast Jackson County. We maintain this 39 acre historical site and nature center. The park now has a nature center with permanent and changing displays. several picnic areas, 5+ miles of trails, (hiking and handicapped), wildlife pond habitat, creeks, bridges, waterfall area, small cave, water garden, butterfly garden large scout camping area and a new family camping area, chimneys from the early 1900's and bird watching area. The Association uses our web site to up-date and provide information about programs and events both past and present. We hold special events throughout the year that focus on family participation. Our mission is to provide access to our park and its features, cultural history and our nature resources from our area.

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JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS Section 100.10

Section D: 2012 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	5310
Clay, Platte, Cass, MO	470
Wyandotte, Johnson, KS	3582
Other Missouri	306
OTHER STATES - 323	

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

3 %

Indigent Program (Below Poverty Level)

2 %

Senior Indigent Program

%

What criteria do you have for the clients you serve?

We give them the best and most up-dated programs available

We keep our fees at a reasonable range to help all groups.

SEP 15 2011

INDIGENT COUNTY
AUGUST 2011
KANSAS CITY, MISSOURI

Section D: 2012 Program Information

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

Agency Name: CAVE SPRING ASSOCIATION

Program Name: _____

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Our location just off I435 one mile East of Swope Park on Gregory makes accessible to all parts of Jackson County. This makes it easy to get to and use our facility.

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 funds covers our insurance and salaries.

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JACKSON COUNTY
ADMINISTRATIVE
KANSAS CITY, MISSOURI

Section D: 2012 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.

1. Provide the opportunity for education and recreation for the people who choose our park.

2.

2. Maintain and operate this 39 acre historical site and Park

3.

3. Educate our visitors about nature and our history.

Detail specific methods you will use to achieve these objectives.

These objectives are achieved by providing educational programs and special events, for a fee. These fees along with donations, memberships and fundraisers provide the funds to run the park. Programs and events are promoted through our web site, press releases, and our newsletter. We update redesign our programs each year.

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MOORE COUNTY
KANSAS CITY, MISSOURI
Section D

Section D: 2012 Program Information

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

Agency Name: CAVE SPRING ASSOCIATION

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.

Programs must show growth by increase in participation, park visitation, volunteers and park usage. Use of new programs for handicapped, scouting and disabled.

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)

Our biggest tool is our web site and we have developed a site that tells our story. Our local newspaper and our newsletter also help. Our relation with Scouting has been a big success with over night's and Eagle projects have been on the increase.

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JACKSON COUNTY
APPLICANTS OFFICE
KIM S. G. SECTION 471