

**COOPERATIVE AGREEMENT**

**AN AGREEMENT** by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **HSPCA** (formerly known as "Heartland SPCA"), 5428 Antioch Drive, Merriam, KS 66202, hereinafter called "Agency."

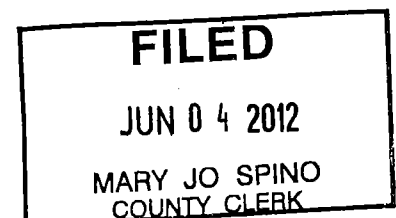
WHEREAS, the County and Agency desire to enter into an Agreement to provide funding to be used for its Humane Education and Resources Office (HERO) Program; and,

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

1. **Services.** Agency shall provide services through its HERO Program, which includes educational programs and low cost spay and neuter services, as is more fully set out in the proposal 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 \$80,000.00 in quarterly installments of \$20,000.00 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 report for the first quarter shall be submitted within 30 after the execution of this Agreement. 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.

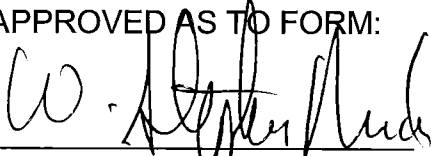
10. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Agency shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including 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 as of 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 4  
day of June, 2012.

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor

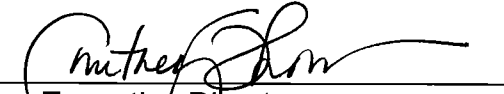
JACKSON COUNTY, MISSOURI

By:   
Michael D. Sanders  
County Executive

ATTEST:

  
Mary Jo Spino  
Clerk of the Legislature

HSPCA

By:   
Executive Director  
Federal I.D. No. 05-0552529

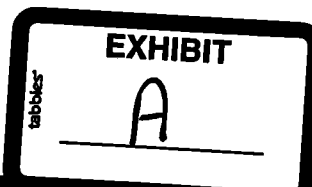
### REVENUE CERTIFICATE

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 \$80,000.00 which is hereby authorized.

May 31, 2012  
Date

  
Director of Finance and Purchasing  
Account No. 002-7708-56789

77082012001



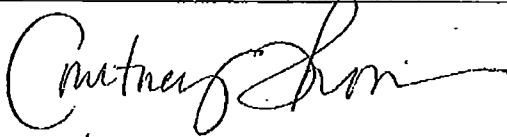
# OUTSIDE AGENCY FUNDING REQUEST FORM 2012 BUDGET

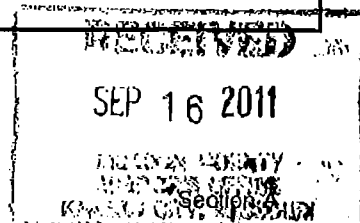
415 E 12th Street, 2nd Floor  
Kansas City, MO 64106

Email: [auditor@jacksongov.org](mailto:auditor@jacksongov.org)

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## Section A: Organization or Agency Information

Name:	Heartland SPCA		
Address:	5428 Antloch Drive, Merriam, KS 66202		
Phone No:	913-831-7722	Fax:	913-825-6836
Website Address:	<a href="http://www.heartlandspca.org">www.heartlandspca.org</a>		
Federal Tax ID No:	05-0552529	Fiscal Year Cycle:	January - December
Executive Director:	Courtney Thomas		
Name and Title of Principal Contact Person:	Gail Longstaff, Vice President		
Phone No:	913-742-7303	Email Address:	<a href="mailto:glongstaff@heartlandspca.org">glongstaff@heartlandspca.org</a>
Submittal of this request has been authorized by:			
Date:	9/16/2011		



## 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	NA	\$ -	0
State	NA	\$ -	0
Jackson County	Outside Agency Program	\$ 80,000	2
Other Counties	NA	\$ -	0
City	City Contracts for Sheltering Services	\$ 140,000	4
Charity/Donations	Donations and Grants	\$ 1,200,000	34
Fundraisers	Martini Gala, St. Pets, Golf Tournament, Fuzzy	\$ 750,000	21
Other	Program Service Revenue	\$ 1,400,000	39
2012 Total Projected Revenue		\$ 3,570,000	

### Agency's 2011 Revenue Information

Agency's 2011 Total Revenue (Through August 2011)			
Funding Entity	Source You Received Funding From	Amount	% of Total Revenue
Federal	NA	\$ -	0
State	NA	\$ -	0
Jackson County	Outside Agency Program	\$ 40,000	2
Other Counties	NA	\$ -	0
City	City Contracts for Sheltering Services	\$ 71,000	3
Charity/Donations	Donations and Grants	\$ 1,040,000	47
Fundraisers	St. Pets, Golf Tournament, FuzzyFotosKC	\$ 337,469	15
Other (please list)	Program Service Revenue	\$ 701,692	32
2011 Total Revenue		\$ 2,190,161	

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"/>	\$ 80,000	
2011 Total Jackson County Funding			\$ 80,000	

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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KANSAS CITY, MISSOURI  
Section B

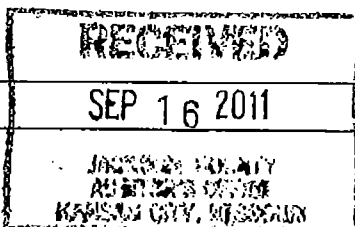
## Section C: 2012 Program Budget

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

**Agency Name:** Heartland SPCA

**Program Name:** Humane Education and Resource Officer (HERO)

<b>Personal Services</b>			
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
HERO Program Manager	\$36,010.00	35%	\$ 12,604
Humane Education & Resource Officer	\$24,960.00	60%	\$ 14,976
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 27,580
Total Benefits			\$ -
<b>Total Personal Services</b>			<b>\$ 27,580</b>
<b>Contractual Services</b>			
Spay/Neuter for low income families provided by Heartland SPCA Animal Medical Center			\$ 31,452
Medical Treatment for pets of low income families at HSPCA AMC			\$ 20,968
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contractual Services</b>			<b>\$ 52,420</b>
<b>Supplies</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Supplies</b>			<b>\$ -</b>



**Total Program Request \$ 80,000**



## Section D: 2012 Program Information

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

Agency Name: Heartland SPCA

Program Name: HERO Program

### Proposed Program

#### Detail functions to be performed by each program.

Creating and implementing programs geared to curb animal shelter intake, and prevent the euthanasia of adoptable animals is the driving mission of Heartland SPCA. In 2010, more than 20,000 animals entered metro shelters, and over 30% of those animals were euthanized. The sad reality is most of the animals euthanized were adoptable, but the shelters simply ran out of space or did not have the resources to provide those animals with a viable outcome. Heartland SPCA is eager to implement supportive programs to aid in the decline of animals entering and being euthanized in Jackson County shelters, while also providing affordable spay/neuter and veterinary wellness services to the community. Our HERO (Humane Education and Resource Office) program will target areas in Jackson County where we know the majority of shelter intakes/animal control calls originate.

Since 2007, over 25,000 spay/neuter surgeries have been performed at our facility. These spay/neuter initiatives have prevented thousands of unwanted litters from being born, thereby eliminating the chance that those litters would enter our area shelters. Continuing this trend to increase spay/neuter compliance will not only improve the lives of animals and citizens, but will provide a financial benefit to the city as it relates to decreased shelter intakes. Support in the field to educate pet owners and provide them with necessary resources to keep the pet in the home is an additional program component.

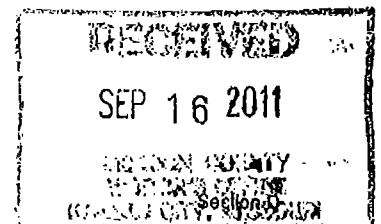
While it is important to recognize the improvements to animal welfare that have been made across the metro the last several years, we still have a long way to go. In 2010, approximately 5,900 animals were euthanized in Jackson County shelters, which accounts for more than 90% of the total number of animals euthanized across the Kansas City Metro area (data includes Animal Haven, Independence Animal Control, Kansas City, Missouri Animal Control, Lee's Summit Animal Control, and Wayside Walls). Heartland SPCA has initiated and would like to grow the following programs in Jackson County as a way to drive down the number of shelter intakes and animals euthanized.

The HERO Program is an outreach initiative designed to educate pet owners about responsible pet ownership, provide resources such as food, appropriate outdoor shelter, medical care, and other necessary supplies, while also working with the pet owner to have their animals spayed or neutered. HERO program staff will be out in the field four days a week, responding to calls for assistance, while also targeting zip codes where the majority of animal control calls and shelter intakes occur. This program also targets feral and free roaming cat populations to get colonies spayed/neutered and mitigate nuisance calls/issues.

Our high-quality/low-cost spay and neuter program provides affordable (or free) services to pet owners. In addition, our transport services make it easy for communities or entire neighborhoods to participate. Our staff will pick the animals up, take them to Heartland SPCA Animal Medical Center for surgery, and deliver the animals back to the drop-off location the next day for owner pick-up. In the last year, Heartland SPCA performed spay/neuter surgeries for 1,156 Jackson County animals. We would like to double that number in the next year.

In January of 2011, we launched our high-quality/low-cost veterinary wellness program. This program provides an affordable option for pets who need medical attention, but whose owners have limited financial resources. No longer will pet owners have to consider surrendering their pet to a shelter as an option because they cannot afford medical care. Since the clinic started, we have provided veterinary services to nearly 600 Jackson County pets.

Heartland SPCA is requesting funding to help provide the services mentioned above to citizens in Jackson County, focusing in particular on the zip codes 64055, 64056, 64057, 64124, 64125, 64126, 64127, 64128, 64130, 64132 in Jackson County. In 2010, the operating budget to support the HERO/Spay and Neuter Programs was nearly \$170,000. 2011 has been in-line with 2010's budget, and projections for 2012 are expected slightly higher. As a result of a grant specifically focused on the feral cat challenge in Independence, we expect to allocate significantly more resources to Jackson County in 2012. With financial support from the county, we can expand the program and create a noticeable impact in Jackson County. We are requesting the county consider providing \$80,000 in funding to support these critical, life-saving programs.



## Section D: 2012 Program Information

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

Agency Name: Heartland SPCA

Program Name: HERO Program

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	Approximately 70% of our program focus is on Jackson County and our plan is for the HERO program to focus 60% of our total program effort in eastern Jackson County where there is currently limited focus on spay/neuter.
Clay, Platte, Cass, MO	5% of our total program focus is in Clay and Platte County
Wyandotte, Johnson, KS	20% of our total program focus is in Wyandotte and Johnson Counties
Other Missouri	5% of our total program focus is in other areas of Kansas and Missouri

Target Population	
Describe target population and demographics to be served by each program.	
Heartland SPCA's HERO program, spay/neuter services, and affordable veterinary care program is aimed to serve low income families in the Kansas City Area. Services are provided to the public based on income and need. Some families/situations qualify for free services; the majority, however, qualify for deeply subsidized services.	
Would you provide these services to anyone at your door?	Answer: Yes
Is anyone denied services?	Answer: No
What level of indigents (below poverty level) do you serve?	
We provide services to anyone that desires to have their pet fixed with special emphasis on those that have a financial need. More than 50% of our services are subsidized for those that cannot afford even the low cost service offerings. Approximately 51% of our client base earns less than 20K/year.	
Please classify your program from the following types by percentage of your agency's overall services:	
Senior Program :	Unknown, we do not capture client age
Indigent Program (Below Poverty Level)	51%
Senior Indigent Program :	Unknown, we do not capture client age
What criteria do you have for the clients you serve?	
All of our pricing and service offerings are based on a person's income and their financial need so assistance is given to those with the greatest need while those that can afford the full price of services pay more.	

Service Delivery Area	
Identify your specific geographic service delivery area for each program.	
Programs and services provided by Heartland SPCA serve all Kansas City Metro communities. While the HERO program would be targeted specifically to the low income areas of the city, our plan is to focus on those areas of the community where the greatest need is identified. Additionally, in 2012 our goal is to increase our presence in eastern Jackson County, helping to reduce the number of unwanted litters born into this community through our spay/neuter initiatives, increase the quality of care provided to pets by their owners through our affordable veterinary care program, and provide resources necessary to keep pets in their homes with their owners thereby reducing shelter intakes. The primary targeted zip codes in eastern Jackson County for the HERO program, spay/neuter outreach and raising awareness to affordable veterinary care include 64055, 64056, 64057.	

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## Section D: 2012 Program Information

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

Agency Name: Heartland SPCA

Program Name: HERO Program

### 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:

Every client served by Heartland SPCA is tracked in our computer database. We can generate reports that outline program penetration and success by county. Such reports are reviewed on a monthly basis. All calls for field services (i.e. HERO program) will also be tracked by city/county, and will be reviewed on a monthly basis. Funds received from Jackson County will aid in marketing/promoting programs in targeted Jackson County zip codes, and will allow us to provide low-cost spay/neuter services and veterinary wellness to Jackson County residents. 65% of the funding received from Jackson County will be directly tied to programs and services, and the remaining 35% to support staffing necessary to implement the programs. The staffing component is increased for 2012 as additional staff will be needed to support the increased focus on the program expansion planned for 2012.

### Approach & Method

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

1. Increase spay/neuter awareness and compliance, thereby reducing the number of unwanted litters born, and eliminating the need for those animals to require future housing in area animal shelters.
2. Provide affordable veterinary care to the public. There is a significant need for affordable medical care for companion animals. Often times the public is forced to surrender their pet to the shelter, or have him/her euthanized because they cannot afford medical care – even more so given the current economic status. Our programs are geared to help provide the services and resources necessary to keep the pet in the home with his/her owner.
3. Educate public on the basic elements of responsible pet care and ownership. We will meet face-to-face with citizens to provide them with the tools they need to provide their animals with the most appropriate care. Our education program will also be centered around feral and free roaming cat initiatives, providing alternative solutions to current practice of trap, and euthanize.

Detail specific methods you will use to achieve these objectives.

Heartland SPCA has partnered with Entercom Radio to market the programs and services we offer. We will also have an education officer in the field five days a week, to carry out face-to-face marketing and awareness. Our officer will be cultivating relationships in the community to gain support of the program's fundamental goals, as well as to help raise donations for necessary supplies to carry out the program.

Heartland SPCA will also provide volume transport services for communities, neighborhoods, or organizations for which transportation is a challenge.

Our facility has the capacity to perform 80+ spay/neuter services per day, and our doctors can see 16+ appointments per day. The board of Heartland SPCA, our staff, and our volunteers are all committed to doing what is necessary to create a more responsible and humane community for the animals and citizens in the Kansas City Metro.

We also hope to work with the Jackson County Community Development offices to help raise awareness and advertise for program specials offered throughout the year.

### 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.

The HERO Program is budgeted to provide spay/neuter services to 3,500 animals in 2012

Our affordable veterinary wellness clinic is budgeted to serve over 4,000 pets in 2012

We will continue to meet with the leaders of local five animal control agencies to educate them on the HERO program and gain their support of the program.

We plan to present TNR (Trap, Neuter, Return) to a city council once a quarter

We will develop a core group of volunteers to provide support to the HERO program

We will use social media to raise awareness to the program and post appeals and stories regarding the program on

We have a goal of 20 new client visits to the clinic each month, naming the HERO program as how they heard about

### 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 community will be informed of the generosity from Jackson County via a press release when the program is launched, through signage in our veterinary clinic, and on our agency's website.

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