

COOPERATIVE AGREEMENT

R. 17135

THIS AGREEMENT, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule County, hereinafter called "the County," and **JACKSON COUNTY SOIL AND WATER CONSERVATION DISTRICT**, 1974 NW Copper Oaks Circle, Blue Springs, MO 64015-8300, a not-for-profit organization, hereinafter called "the District."

WHEREAS, the County recognizes the need for soil and water conservation; and,

WHEREAS, the District provides information on subjects relating to soil and water conservation and related activities, which insure the benefit and preservation of the road and bridge rights of way in Jackson County;

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

1. **Services**. The District shall provide to Jackson County and its citizens the Natural Resource Conservation program, which shall include providing technical assistance for the design and layout of soil conservation structures and practices on Jackson County land, administrating cost-share program for conservation structures and practices, presenting soil conservation education programs, organizing and conducting training on urban erosion and sediment control, and providing natural resource expertise to the Jackson County Master Plan steering committee, all as is more fully set out in the proposal and budget attached hereto as Exhibit A.

2. **Terms of Payment**. The County agrees to pay to the District the total amount of \$16,940.00 in quarterly installments of \$4,235.00 each, with the first payment

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CMB

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.

3. **Annual Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, the District shall submit a quarterly report, including cancelled checks and 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 the District's activities pursuant to this Agreement. The District's failure to submit any reports as required under this Agreement shall disqualify the District 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 County's 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 the District pertaining to the finances and operations of said organization.

6. **Default**. If the District shall default in the performance or observation of any term or condition of this Agreement, the County shall give the District written notice setting forth the default and the correction required. If said default shall continue and not be corrected by the District within 10 days after receipt of the notice, the County may at its election terminate the Agreement and withhold any payments not yet made to said organization. Said election shall not in any way limit the County's rights to such legal redress.

7. **Conflict of Interest**. The District 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.

8. **Term**. This Agreement shall be effective January 1, 2010, and terminate on December 31, 2010.

9. **Termination**. 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 only for those services actually performed by the District as verified by the County's audit.

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 the District 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 the District during the performance of this Agreement.

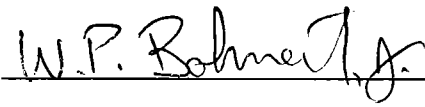
11. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of February, 2010.

JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders
County Executive

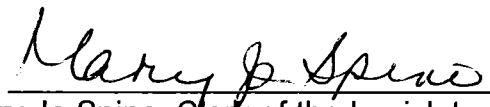
JACKSON COUNTY SOIL AND WATER
CONSERVATION DISTRICT

By: 
Title: District Manager
Federal I.D. No.: 43-1195247

APPROVED AS TO FORM:

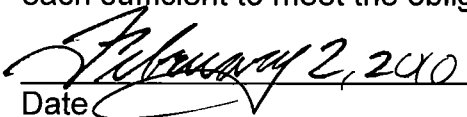
By: 
William Snyder, Acting County Counselor

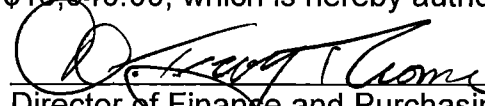
ATTEST:

By: 
Mary Jo Spino, Clerk of the Legislature

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$16,940.00, which is hereby authorized.

Date  February 2, 2010


Director of Finance and Purchasing
Account No. 004-7201-56789

7201 2010 001



OUTSIDE AGENCY FUNDING REQUEST FORM 2010 BUDGET

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

Email: auditor@jacksongov.org

RECEIVED
SEP 04 2009
JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section A: Organization or Agency Information	page 1
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Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8

Section A: Organization or Agency Information

Name: Jackson County Soil and Water Conservation District

Address: 1974 NW Copper Oaks Circle, Blue Springs, MO 64015-8300

Phone No: 816-228-1836, X-3 **Fax:** 816-229-2384

Website Address: www.swcd.mo.gov/jackson

Federal Tax ID No: 43-1195247 **Fiscal Year Cycle:** July 1 through June 30

Name and Title of Contact Person: W. P. Bohnert, Jr., District Manager

Phone No: 816-228-1836, X-108 **Email Address:** bill.bohnert@swcd.mo.gov

Submittal of this request has been authorized by: Board of Supervisors

Program Name		
(please prioritize with number 1 being most important)	Amount	
Natural Resource Conservation	\$	19,092
2.	\$	-
3.	\$	-
Total Jackson County Funding Request for All Programs		\$ 19,092

Section B: Agency's 2009 and 2010 Revenue Information

Funding Entity	Agency's 2010 Total Projected Revenue Source You Will Request 2010 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State	Missouri Department of Natural Resources	\$ 101,570	82
Jackson County	Jackson County Legislature	\$ 19,092	15
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	Donations	\$ 775	1
Fundraisers		\$ -	0
Other	Workshops, Private Sector Grants, Interest	\$ 1,941	2
2010 Total Projected Revenue		\$ 123,378	

Funding Entity	Agency's 2009 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State	Missouri Department of Natural Resources	\$ 102,696	80
Jackson County	Jackson County Legislature	\$ 18,137	14
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	Donations	\$ 775	1
Fundraisers		\$ -	0
Other (please list)	Workshops, Private Sector Grants, Interest	\$ 7,416	6
2009 Total Revenue		\$ 129,024	

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"/>	\$ 18,137	Natural Res. Conservation
2009 Total Jackson County Funding			\$ 18,137	

Section C: REVISED 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: Jackson County Soil and Water Conservation District

Program Name: Natural Resource Conservation **Priority:** 1

Position	No. of Hours		FTE	Rate	Annual Hours x Rate
	Per Week	or Annually			
Conservation Education Director		382	0.20	\$ 19.23	\$ 7,346
Technician		621	0.43	\$ 11.89	\$ 7,384
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
Total Salaries					\$ 14,730
Total Benefits					\$ 1,370
Total Personal Services					\$ 16,100
Program Audit (Ralph C. Johnson & Co. PC, CPA)					\$ 840
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Contractual Services					\$ 840
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Supplies					\$ -

Total Program Request \$ 16,940

**POSITION DESCRIPTION OF CONSERVATION EDUCATION DIRECTOR/DISTRICT
MANAGER**

The Conservation Education Director/District Manager (CED/DM) is an employee of the Jackson County SWCD Board of Supervisors and is subject to their direction. The duties of the CED/DM include, but are not limited to the following:

- I. Promote soil and water conservation through education.
 - A. Create and deliver educational presentations on soil, water, and related resource conservation for groups including district cooperators, organizations, students and others
 - B. Provide in-depth teacher training through workshops, courses, newsletters, on-line services, etc.
 - C. Secure funding for and conduct informational events, such as meetings and workshops, for producers, landowners, developers, engineers, government officials and others who can potentially influence soil conservation
 - D. Secure funding for and conduct the Conservation Poster Contest
 - E. Promote and maintain the Conservation Education Lending Library
 - F. Disseminate conservation information through publishing the Conservation Courier and Tips for Teachers newsletters and media releases
 - G. Continue to develop and promote the use of the Buckner Educational Wetland
 - H. Cooperate with the District Conservationist in promoting and maintaining the Neighbor-to-Neighbor program
 - I. Serve as a District representative for MAACD to amplify the District's urban conservation thrust
 - J. Create and man education displays to increase conservation awareness at major events and activities
 - K. Photograph conservation practices and structures for educational purposes
 - L. Promote Soil and Water Stewardship Week as an information/education opportunity

II. Serve as manager for the Jackson County SWCD

- A. Provide immediate supervision of District Clerk and District Technician and conduct performance reviews of same in cooperation with the Board and District Conservationist
- B. Verify expenditures and co-sign district checks
- C. Prepare and monitor District budget with the approval of the Board
- D. Administer the State District Assistance grant programs
- E. Supervise maintenance of the District's financial records and preparation of quarterly, annual, and other reports required by the Soil and Water Program Office
- F. Assist the Board in administrative functions including Annual Plan of Action preparation, annual meeting, election, insurance coverages, and Jackson County Legislature funding request
- G. Manage procurement and maintenance of all District owned equipment
- H. Administrate the conservation root plow program
- I. Maintain liaison between the District and units of government, agency personnel, and conservation partners
- J. Administer and promote the NACD tree sales program
- K. Submit a written monthly report of educational and management activities to the Board

III. Participate in a performance review conducted annually in June by the Board.

WP Bakment
CED/DM

He Imich
District Chairman

2/19/98
Date

Revised and approved February 19, 1998

POSITION DESCRIPTION FOR DISTRICT TECHNICIAN

The district technician is an employee of the SWCD Board of Supervisors and subject to their direction. The district technician is assigned to the district manager for direct supervision. Work is coordinated with the district conservationist. The duties of the district technician include but are not limited to the following:

- I. Works directly with landowners, operators, contractors and units of government individually or in groups to provide technical services as assigned by the district conservationist.
- II. Assists cooperators with the application and follow-up needed to implement conservation measures.
- III. Resolves minor problems in the application of conservation measures and refers others to NRCS employees.
- IV. Assists the district conservationist in the technical aspects of EQIP and State Cost-Share programs including determination of need, site selection/layout, design, construction inspection, and review, and will present determinations for DC's review and approval.
- V. Administers the Loan Interest-Share program by promoting the program through use of the newsletter, assists landowners/operators with the program and explains the proper steps necessary for payment, coordinates loan process, ensures documentation, presents to board for approval, and completes annual technical certification and forms.
- VI. Approves plans and construction inspections of practices for which incumbent has engineering job approval authority. Refers others to NRCS employees.
- VII. Follows NRCS procedures for all survey and design activities.
- VIII. Provides field training to contractors for conservation practice layout and checkout.
- IX. Assists in the development of information programs and materials as requested.
- X. Assists with highly erodible land determinations including field visits for slope measurements.
- XI. Keeps cooperator case files current and according to NRCS policy.
- XII. Attends meetings, training events, tours and demonstrations as requested.

XIII. Performs other related duties as assigned.

Physical Demands: The conservation work requires regular and recurring prolonged walking over field terrain, bending, lifting and stretching. Average dexterity in the use of drafting tools is necessary.

Work Environment: There may be exposure to operating agricultural and construction equipment, as well as, inclement weather requiring safety precautions, such as protective gear and clothing.


Motor Vehicle Operation: The employee is required to operate a motor vehicle as an incidental element in performing official duties. Driving will be principally performed on public highways and roads during daylight hours. The NRCS vehicle may be used when available. When unavailable, employee is expected to provide personal transportation, which will be reimbursed by the District.

The job description has been discussed with me by a representative of the Board of Supervisors and I understand the duties assigned to me.

A performance appraisal will be conducted annually in June by the district conservationist and the district personnel supervisor.

Accepted by


District Technician


District Chairman


District Manager

Revised and approved July 25, 2002

Section D: Program Information

*Complete each section for each program your agency is applying for funding.
All Program 1 information should be entered in the left column; all Program 2 information in the middle column,
and all Program 3 information in the right column.*

Program 1 Name	Program 2 Name	Program 3 Name
<p>Natural Resource Conservation</p>		
<p style="font-size: 2em; font-weight: bold; margin: 0;">[REDACTED]</p>		
<p>1) Provide technical assistance for the design and layout of soil conservation structures and practices on Jackson County land. (2) Administrate cost-share program making available \$138,615.87 of state funding for FY-09 to Jackson County landowners for conservation structures and practices. (3) Present soil conservation education programs for youth and adults at Jackson County Parks and Recreation Kemper Outdoor Education Center and other county venues such as the Fire Prairie Creek Wetland and Rotary Youth Camp. (4) Organize and conduct training on urban erosion and sediment control for developers, contractors, and builders in cooperation with Jackson County Public Works. (5) Provide natural resource expertise to the Jackson County Master Plan steering committee.</p>		

Programs are conducted within Jackson County. Specifically, X-Stream Green programs are held at the Jackson County Kemper Outdoor Education Center, Blue Springs; WinTR-55 workshops are held in Independence; the protecting urban soil and water workshops have been held in Lee's Summit, Independence, Blue Springs, Sibley, and Kansas City.

The programs for which the district receives Jackson County funding are conducted at venues located within Jackson County. They are specifically designed for Jackson County residents, for example, landowners, farmers, students, contractors, developers, and others. The geographic jurisdiction of the Jackson County Soil and Water Conservation District restricts district activity to Jackson County.

Technical performance will be evaluated by the number of conservation practices and structures placed in service. Additionally, the Quality Assurance Program of the USDA Natural Resources Conservation Service will be employed for evaluation. Information/ education programs will be evaluated by tracking participation in each program as well as soliciting feedback from target audiences through evaluation forms and surveys. The success of the program audit will be evaluated by the certified public accountant conducting the audit.

The Jackson County Legislature is recognized as a sponsor of district programs and activities in our district informational brochure, on specific workshop brochures, in our quarterly newsletter, and on our Website. Verbal recognition has been given at district events and Jackson County employees have been included on event programs.

Jackson	4,950			
Clay/Platte	-			
Cass	-			
Other				
Missouri	-			
Kansas	-			
<p>Our district serves wide ranged and varied populations including landowners, farmers, teachers, students, government officials, engineers, developers, regulatory personnel, environmentalists, civic organizations, and youth groups. Specific audiences are targeted for specific programs and events.</p>				

<p>1. Provide technical assistance and cost-share funding to get soil and water conservation practices on Jackson County land.</p>		
<p>2. Increase conservation awareness and knowledge to facilitate implementation of soil and water conservation practices.</p>		
<p>3. Remain in compliance Chapter 6, Jackson County Code, and with Executive Order 04-18.</p>		
<p>(1) Follow established technical standards and specifications. (2) Employ workshops, presentations, tours, newsletters, demonstrations, displays, and more. (3) Complete annual training and reports, contract with a CPA to use standard accounting procedures for a program audit.</p>		