

048 4/28/10

R. 17139

COOPERATIVE AGREEMENT

THIS AGREEMENT, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **LEE'S SUMMIT UNDERWATER RECOVERY INC.**, P.O.Box 6575, Lee's Summit, MO 64064, a not-for-profit organization, hereinafter called "Underwater Recovery."

WHEREAS, the County recognizes a need for underwater recovery capabilities within Jackson County; and,

WHEREAS, Underwater Recovery provides underwater rescue services to the County, other entities within Jackson County, and to residents of Jackson County;

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

1. **Services**. Underwater Recovery shall use these funds to provide underwater recovery services at the request of the Jackson County Parks Department in the lakes and parks of Jackson County, as outlined in the proposal attached hereto as Exhibit A.

2. **Terms of Payment**. The County agrees to pay Underwater Recovery a total amount not to exceed \$10,670.00. The County agrees to pay Underwater Recovery the amount of \$10,670.00, in quarterly installments of \$2,667.50 each, with the first payment of \$2667.50 for the 1st quarter to be made upon execution of the Agreement.

3. **Reports**. Within 30 days after the conclusion of each calendar quarter under this Agreement, Underwater Recovery shall submit a quarterly report, including canceled checks and invoices, and any other documents requested by the Director of Finance and

FILED
MAR 31 2010
MARY JO SPINO
COUNTY CLERK

Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The reports for the first, second and third quarters shall be submitted within 30 days after the conclusion of each calendar quarter. The last quarter's report shall include an annual report which shall summarize all of Underwater Recovery's activities pursuant to this Agreement. Underwater Recovery's failure to submit this annual report shall disqualify Underwater Recovery 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. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Underwater Recovery pertaining to the

finances and operations of said organization.

6. **Default.** If Underwater Recovery shall default in the performance or observation of any term or condition of this Agreement, the County shall give Underwater Recovery written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Underwater Recovery 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.** Underwater Recovery 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. **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 Underwater Recovery 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 Underwater Recovery, its officers, employees or agents during the performance of this Agreement.

9. **Term.** This Agreement shall be effective upon execution, 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 Underwater Recovery as verified by the County's audit.

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

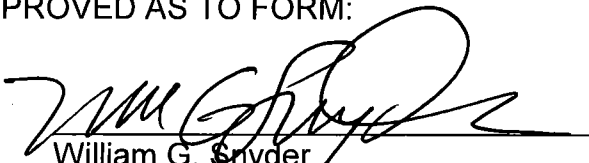
11. IN WITNESS WHEREOF, the parties have executed this Agreement this 31 day of March, 2010.

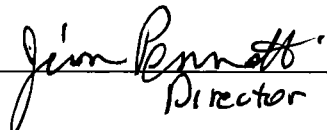
JACKSON COUNTY, MISSOURI

LEE'S SUMMIT UNDERWATER RECOVERY INC.

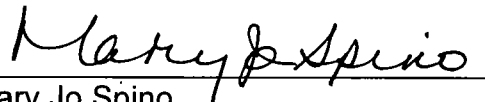
By: 
Michael D. Sanders

APPROVED AS TO FORM:

By: 
William G. Snyder
Acting County Counselor

Title: 
Director LSUR
Federal I.D. No.: _____

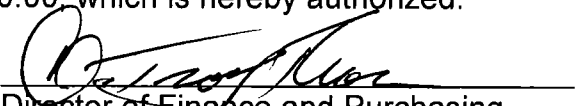
ATTEST:

By: 
Mary Jo Spino
Clerk of the County 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 \$10,670.00 which is hereby authorized.

March 23, 2010
Date


Director of Finance and Purchasing
Account No. 003-7301-56789
73012010001



OUTSIDE AGENCY FUNDING REQUEST FORM 2010 BUDGET

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

Email: auditor@jacksongov.org

RECEIVED

OCT 06 2009

JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

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:	Lee's Summit Underwater Recovery, Inc.		
Address:	3315 NE Rennau Rd. (physical) P.O. Box 6575, Lee's Summit, MO 64064-6575 (mailing)		
Phone No:	816 525 9555	Fax:	
Website Address:	www.lsur.org		
Federal Tax ID No:	43-1304163	Fiscal Year Cycle:	01/01-12/31
Name and Title of Contact Person:	Tim McClellan		
Phone No:	816 525 9555	Email Address:	director@lsur.org
Submittal of this request has been authorized by:	LSUR Board of Directors		

Summary of Jackson County Funding Request by Program

	Program Name <i>(please prioritize with number 1 being most important)</i>		Amount
1.		\$	15,000
2.		\$	-
3.		\$	-
Total Jackson County Funding Request for All Programs			\$ 15,000

EXHIBIT

A

tabbles

Section B: Agency's 2009 and 2010 Revenue Information

Agency's 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		\$ -	0
Jackson County		\$ 15,000	39
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	From services rendered, donations	\$ 8,500	22
Fundraisers		\$ -	0
Other	United Way Combined	\$ 15,000	39
2010 Total Projected Revenue		\$ 38,500	

Agency's 2009 Revenue Information				
Funding Entity	Agency's 2009 Total Revenue Source You Received Funding From	Amount	% of Total Revenue	
Federal		\$ -	0	
State		\$ -	0	
Jackson County		\$ 11,400	21	
Other Counties		\$ -	0	
City		\$ -	0	
Charity/Donations		\$ 8,500	15	
Fundraisers		\$ -	0	
Other (please list)	United Way Combined	\$ 35,000	64	
2009 Total Revenue		\$ 54,900		
If your agency received funding from Jackson County in 2009, please identify the funding source, amount and program name below.				
Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 11,400	
2009 Total Jackson County Funding			\$ 11,400	

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: Lee's Summit Underwater Recovery, Inc.

Program Name: Underwater Recovery Services **Priority:** _____

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JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Personal Services					
<i>For each salary request below please attach a job description or duties.</i>					
Position	No. of Hours		FTE	Rate	Annual Hours
	Per Week	or Annually			x Rate
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
Total Salaries					\$ -
Total Benefits					\$ -
Total Personal Services					\$ -
Contractual Services					
Underwater Recovery Services of weapons, evidence, human remains, vehicles, and boats for the Jackson County Sheriff; assistance to the Parks and Rec for for underwater maintenance, recovery ops, and removing underwater hazards in county lakes; loan of our building to the Parks for a check-in for in-park deer hunts, and to the Sheriff's department for training.					\$ 10,670
Total Contractual Services					\$ 10,670
Supplies					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Supplies					\$ -

Total Program Request \$ 10,670

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>Underwater Recovery</p>		
<p>Proposed Program Detail functions to be performed by each program.</p>		
<p>The team recovers weapons, evidence, human remains, vehicles, boats and airplanes for Jackson County Sheriff, and other law enforcement/fire agencies. We are called at times into court to testify for the county prosecutor. We also provide services to the Jackson C. Parks/Rec for underwater maintenance, recovery ops, an removing u/w hazards in county lakes. Training is also offered at times to Jackson Co. Rangers</p>		

Participants		Identify the number of participants by County that each program serves.	
Jackson	All		
Clay/Platte	All		
Cass	All		
Other Missouri	All		
Kansas	All		
Target Population		Describe target population and demographics to be served by each program.	
All citizens and public safety departments with in Jackson County, and also same for all KC Metro surrounding counties.			

<p>Service Delivery Area Identify your specific geographic service delivery for each program.</p>		<p>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.</p>	
<p>Entire Jackson County and surrounding KC Metro Area.</p>			<p>All funding received by LSUR is placed in its general operating account with the understanding as to not to spend it on capital items. LSUR provides top priority to Jackson county for all calls for service. Parks and Rec. is never charged for services and any in-house training is provided free-of-charge.</p>

Approach & Method List the top three (3) objectives for each program	
Recover every item sought from underwater.	
Provide all public agencies with evidence for prosecution.	
Continual teaching of water/ice safety to the public.	
Detail specific methods you will use to achieve these objectives	
For Search and Recovery, once activated, the team goes to the scene, conducts risk assessment and objective, divers are dressed and deployed, search is conducted in a systematic manner until item is found or until the area is determined to be searched. Water Safety: team is called regularly to provide water safety to youth civic groups.	

<p>Evaluation</p> <p>Describe how the success of each program will be evaluated</p> <p>Indicate performance measures or statistics you will use to demonstrate the success of each program</p>	<p>Main success determination is the recovery of the item sought from underwater. Success is also determined if the evidence recovered does in part, convict the defendant in a criminal case. For water safety, success is measured by the number of participants attending, with and emphasis on the number of youths.</p>
<p>Notification</p> <p>How will your organization make clients, the taxpayers, and the media aware of the generous funding received from Jackson County? (Please attach any examples)</p>	<p>During "public relations" speaking engagements, we discuss or sources of funding and are sure to speak about Jackson County's generosity in funding the team in part. We would also be happy submit a press release telling about Jackson Co.'s funding.</p>