

COOPERATIVE AGREEMENT

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **LEE'S SUMMIT UNDERWATER RESCUE, PO BOX 6575, LEE'S SUMMIT, MO 64064**, hereinafter referred to as "Organization".

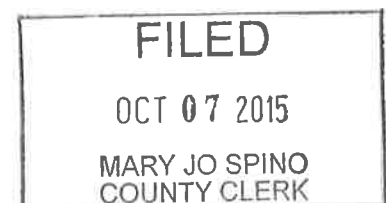
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for its underwater recovery services; and,

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

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Services. Organization shall provide underwater recovery services, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's no later than October 30, 2015. Any changes to the budget must be approved by the Jackson County Legislature.



2. Terms Of Payment. The County agrees to pay Organization the total amount of **\$15,000.00** in quarterly installments of **\$3,750.00**, with the payment for the first and second quarters 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 reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. Reports/Other Documentation. Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization 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 reports for the first and second quarters shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission Of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's 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) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity.** Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment Of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Audit**. The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to its finances and operations. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default**. If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds**. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts

herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict Of Interest**. Organization 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.

11. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason 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.

12. **Indemnification**. Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, and 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 Organization during the performance of this Agreement.

13. **Insurance**. Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term**. The term of this Agreement shall commence January 1, 2015, and shall continue until December 31, 2015, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the

County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination**. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard Of Care**. Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact**. Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Lee's Summit Underwater Rescue
Bill Scheuernstuhl, Treasurer
PO Box 6575
Lee's Summit, MO 64064
(913) 593-7525

18. **Compliance**. The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract


examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 7th day of October, 2015.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 


Michael D. Sanders
County Executive

ATTEST:

LEES SUMMIT UNDERWATER
RECOVERY



Mary Jo Spino
Clerk of the Legislature

By 

Title President
Federal Tax I.D. 43-1304163

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement 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 \$15,000.00, which is hereby authorized.

October 2, 2015

Date



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



OUTSIDE AGENCY FUNDING REQUEST FORM 2015 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 2014 and 2015 Revenue Information page 2
 Section C: Jackson County Program Budget Request page 3
 Section D: Program Information pages 4 - 8

Section A: Organization or Agency Information

Name:	Lee's Summit Underwater Rescue & Recovery		
Address:	PO Box 6575, Lee's Summit, MO	Zip Code:	64064-6575
Phone No:	816-525-9555	Fax:	
Website Address:	http://www.lsur.org		
Federal Tax ID No:	43-1304163	Fiscal Year Cycle:	Calendar Year
Executive Director/President:	Steve Volkmer		
Phone No:	816-525-9555	Email:	director@lsur.org
Name/Title of Principal Contact Person:	Bill Scheuernstuhl / Treasurer		
Phone No:	913-593-7525	Email:	328@lsur.org



Section B
Agency's 2014 and 2015 Revenue Information

Agency's 2015 Projected Revenue Information

Funding Entity	Source You Will Request 2015 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 15,000	60
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ -	0
Fundraisers		\$ -	0
Other		\$ 10,000	40
2015 Total Projected Revenue		\$ 25,000	

Agency's 2014 Revenue Information

Funding Entity	Source You Received 2014 Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 15,000	60
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ -	0
Fundraisers		\$ -	0
Other (please list)		\$ 10,000	40
2014 Total Revenue		\$ 25,000	

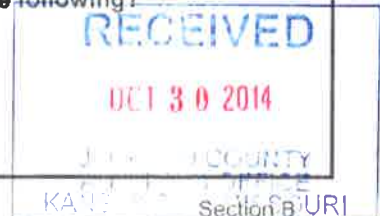
Please identify the Jackson County source(s) your agency received funding from in 2014

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ -	
Mental Health Levy	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ -	
2014 Total Jackson County Funding			\$ -	

Did your agency receive funding or resources in 2014 from either of the following?

If so, in what way did you participate? If not, why?

Mid America Regional Council	\$ -
MAAC Link	\$ -
Harvesters	\$ -



Section C

2015 Jackson County Program Budget Request

complete a separate program budget for each program your agency is applying for funding

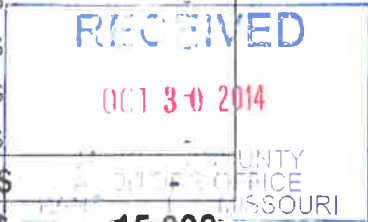
Agency Name: Lee's Summit Underwater Rescue & Recovery

Program Name: Underwater recovery services & water safety

Program Request # **of**

Personal Services			
attach job description or duties for NEW salary requests only			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson Co.
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
Underwater recovery services			\$ 15,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 15,000
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Jackson County Program Budget Request **\$ 15,000**



Section D
2015 Program Information
Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Lee's Summit Underwater Rescue & Recovery

Program Name: Underwater Recovery

Program Request # _____ **of** _____

Proposed Program Cost
What is the total cost to run your program regardless of the Jackson County funding you are requesting?

Total Program Cost \$ _____ 28,700

Proposed Program
Detail functions to be performed - limit your response to the space provided

The team recovers weapons, evidence, human remains, 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 County Parks and Recreation for underwater maintenance, recovery operations, and removing underwater hazards in county lakes. Training is also offered at times to Jackson County Rangers.

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OCT 30 2014
JACKSON COUNTY
Section D
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Section D 2015 Program Information

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

Agency Name: Lee's Summit Underwater Rescue & Recovery

Program Name: Underwater Recovery

Program Request # _____ **of** _____

Participants	
Identify the number of participants that each program serves	
# served with this program	All
Of the # served with this program, how many are from:	
Jackson County	All
Other Counties	All
Target Population	
Describe target population and demographics to be served by each program	
All citizens and public safety departments within Jackson County, and for all KC metropolitan surrounding cities and counties.	
Estimate of your cost per participant: \$	
What criteria do you have for the participants you serve?	
Do you keep a list of participants for each program?	
Would you provide these services to anyone at your door?	Yes
Is anyone denied services?	No
Please classify your program from the following types by % of your agency's overall services:	
Seniors Program:	
Indigent Program (Below Poverty Level):	
Indigent Senior Program:	

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JACKSON COUNTY
AUDITOR Section DE
KANSAS CITY, MISSOURI

Section D
2015 Program Information

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

Agency Name: Lee's Summit Underwater Rescue & Recovery

Program Name: Underwater Recovery

Program Request # _____ **of** _____

Service Delivery Area
Identify your specific geographic service delivery area for each program

All citizens and public safety departments within Jackson County, and for all KC metropolitan surrounding cities and counties.

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

All funding received by LSUR is placed in our general operations account with the understanding as to not spend it on capital items. LSUR provides top priority to Jackson County for all calls for service. Jackson County Parks and Recreation is never charged for services and any in-house training is provided free of charge.

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JACKSON COUNTY
Section DE
MISSOURI

Section D
2015 Program Information

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

Agency Name: Lee's Summit Underwater Rescue & Recovery

Program Name: Underwater Recovery

Program Request # _____ **of** _____

Approach & Method
List the top three (3) objectives for each program
1.Recover every item sought from underwater
2.Provide all public agencies with evidence for prosecution.
3.Water safety and ice safety education and announcements to the public.
Detail specific methods you will use to achieve these objectives
Search and Recovery: Once activated, the team goes to the scene, conducts risk assessments and objectives. Dives are dressed and deployed with the search conducted in a systematic manner which has been standardized by a national certifying agency. The search is conducted until the object is found or until the area is determined to be clear. Water Safety: The team is called regularly to provide water safety education to youth civic groups and provide water safety for area triathlons.

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AUDITOR Section DE
KANSAS CITY MISSOURI

Section D
2015 Program Information

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

Agency Name: Lee's Summit Underwater Rescue & Recovery

Program Name: Underwater Recovery

Program Request # _____ **of** _____

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 success of each search and recovery operation is the recovery of the item. Success is also determined if the evidence recovered assists a governmental prosecution in a criminal case. For water safety, success is determined by the number of participants attending, with the emphasis on the number of youths, and/or the number of participants in triathlon.

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)

During public relations speaking engagements, LSUR presents to the public our sources of funding and are always positive about Jackson County's generosity to the team. LSUR would also be open to communicating this relationship in a formal press release to the public.

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JACKSON COUNTY
AUDITOR GENERAL
KANSAAS
Section D

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Lees Summit Underwater Recovery**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Lees Summit Underwater Recovery**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature
President
Title

Dwayne Dohod
Printed Name
10-1-15
Date

Subscribed and sworn before me this 1st day of October, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on April 22, 2017.

[Signature]
Signature of Notary

10/1/15
Date

C. OATES
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 22, 2017
Commission # 13469297