

COOPERATIVE AGREEMENT

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

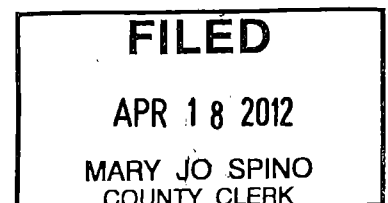
WHEREAS, the County recognizes a need for underwater recovery capabilities within Jackson County; and,

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 \$12,000.00, in quarterly installments of \$3,000.00 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, Underwater Recovery 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 days after the conclusion of the first quarter, or within 30 after the execution of this Agreement, whichever comes later. 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, 2012. 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.

(Signature page to follow)


IN WITNESS WHEREOF, the parties have executed this Agreement this 18th day
of April, 2012.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By:

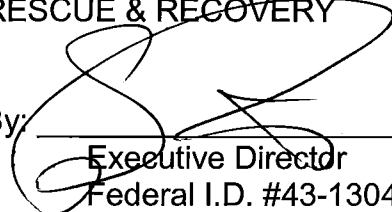

Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

LEE'S SUMMIT UNDERWATER
RESCUE & RECOVERY

By:


Executive Director
Federal 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 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 \$12,000.00, which is hereby authorized.

April 17, 2012
Date


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

43012012001



OUTSIDE AGENCY FUNDING REQUEST FORM

2012 BUDGET

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

Email: auditor@jacksongov.org

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Section A: Organization or Agency Information

Name:	Lee's Summit Underwater Rescue & Recovery		
Address:	PO Box 6575 Lee's Summit, Mo. 64064-6575		
Phone No:	816-525-9555	Fax:	
Website Address:	www.lsur.org		
Federal Tax ID No:	43-1304163	Fiscal Year Cycle:	01/01/2012 - 12/31/2012
Executive Director:	Jennifer Feller		
Name and Title of Principal Contact Person:	Jennifer Feller		
Phone No:	816-525-9555	Email Address:	director@lsur.org
Submittal of this request has been authorized by: Jennifer Feller			
Date:		9/10/2011	

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JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section A

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		\$ -	0
State		\$ -	0
Jackson County	Outside Agency Fund request	\$ 12,000	36
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	United Way & other donations	\$ 2,000	6
Fundraisers		\$ -	0
Other	Recoveries & Triathlons	\$ 18,900	57
2012 Total Projected Revenue		\$ 32,900	

Agency's 2011 Revenue Information

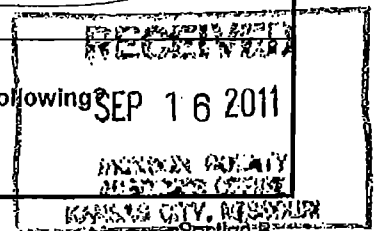
Funding Entity	Agency's 2011 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 10,670	23
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 17,500	37
Fundraisers		\$ -	0
Other (please list)		\$ 18,900	40
2011 Total Revenue		\$ 47,070	

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"/>	\$ - \$10,670 CW	
2011 Total Jackson County Funding			\$ -	

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"/>	\$ -



Section C: 2012 Program Budget

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

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
President	0	0%	\$ -
VP	0	0%	\$ -
Treasurer	0	0%	\$ -
Secretary	0	0%	\$ -
Training	0	0%	\$ -
Diver/Support	0	0%	\$ -
Total Salaries			\$ -
Total Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
Underwater Recovery Services			\$ 12,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 12,000
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

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JACKSON COUNTY
ADMINISTRATIVE OFFICE
KANSAS CITY, MISSOURI

Total Program Request \$ 12,000

Section C

Section D: 2012 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

Proposed Program

Detail functions to be performed by each program.

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 Rec for underwater maintenance, recovery operations, and removing underwater hazards in county lakes. Training is also offered at times to Jackson County Rangers. We also allow Sheriff Department & Jackson County Parks and Rec use of LSUR headquarters for managed deer hunts, sheriff training facility, bay use for car upgrades.

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JACKSON COUNTY
ADMINISTRATIVE CENTER
1000 W. 10TH ST.
JACKSON, MO 64501

Section D

Section D: 2012 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

Participants

Identify the number of participants by County that each program serves.

Jackson, MO	All
Clay, Platte, Cass, MO	All
Wyandotte, Johnson, KS	All
Other Missouri	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 Metro surrounding counties

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? All

Please classify your program from the following types by percentage of your agency's overall service

Senior Program %

Indigent Program (Below Poverty Level) %

Senior Indigent Program %

What criteria do you have for the clients you serve?

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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: Lee's Summit Underwater Rescue & Recovery

Program Name: Underwater Recovery

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Entire Jackson County and surrounding Kansas City Metro area.

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 Operating 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 Rec is never charged for services and any in-house training is provided free of charge.

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JACKSON COUNTY
ADMINISTRATIVE
DIVISION

Section D

Section D: 2012 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

Approach & Method

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

1. Recover every item sought from underwater.

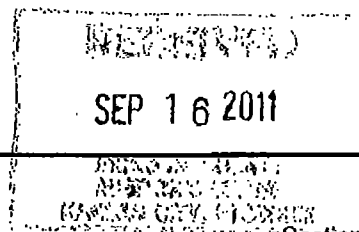
2. Provide all public agencies with evidence for prosecution.

3. Continual teaching of water/ice safety 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 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 and/or to triathlons.



Section D: 2012 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

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.

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 determined by the number of participants attending, with the emphasis on the number of youths, and/or the number of participants in a given 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, we discuss our sources of funding and are sure to speak about Jackson County's generosity in funding the team in part. We would also be happy to submit a press release telling about Jackson Counties funding.

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JACKSON COUNTY
CLERK OF SUPERIOR COURT
JACKSON CITY, MISSOURI

Section D