

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."

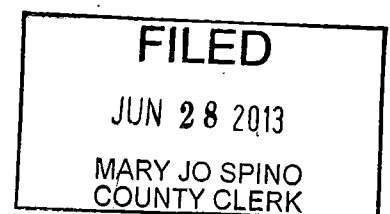
WHEREAS, the County recognizes a need for underwater recovery capabilities within Jackson County; and,

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 Underwater Rescue'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 execution of this Agreement. 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 Underwater Rescue 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 Underwater Rescue's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the Underwater Rescue'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 Underwater Rescue has previously received County funding, to be eligible for future payments, an Underwater Rescue must submit either an audited financial statement for the Underwater Rescue'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 Underwater Rescue 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. **Appropriation of funds.** Underwater Rescue and the County recognize that the County intends to satisfy its financial obligation to Underwater Rescue 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 Underwater Rescue 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.

7. **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.

8. **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.

9. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Underwater Rescue 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, Underwater Rescue shall sign an affidavit, attached hereto and incorporated herein as

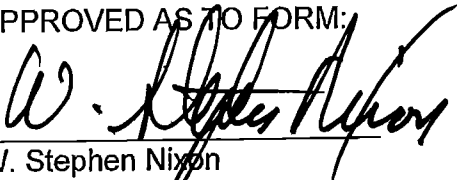
Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

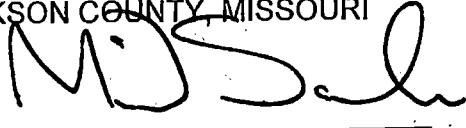
10. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Underwater Recovery shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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.

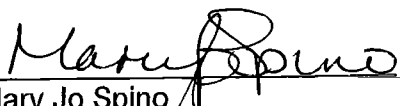
11. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay for only those services actually performed by Underwater Recovery as verified by the County's audit.


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

IN WITNESS WHEREOF, the parties have executed this Agreement this 28th day of June, 2013.

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

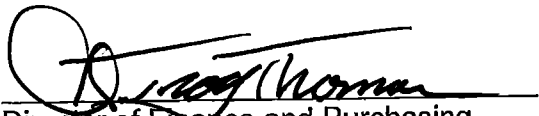
LEE'S SUMMIT UNDERWATER
RESCUE & RECOVERY
By: 
Executive Director Jennifer Keller
Federal I.D. #43-1304163

REVENUE CERTIFICATE

R. DOWNING
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: July 11, 2015
11904353

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.

June 26, 2013
Date


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

7301 2013001



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 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 Recovery, LLC

Address: 3315 Renau Drive, Lee's Summit, MO 64065

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:

Shawn Pierce

Name and Title of Principal Contact Person:

Phone No: 816-525-9555

Email Address: director@lsur.org

Submittal of this request has been authorized by: Shawn Pierce

Date:

30-Aug-12

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AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section A

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 12,000	100
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ -	0
Fundraisers		\$ -	0
Other		\$ -	0
2013 Total Projected Revenue		\$ 12,000	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 22,670	100
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ -	0
Fundraisers		\$ -	0
Other (please list)		\$ -	0
2012 Total Revenue		\$ 22,670	

If your agency received funding from Jackson County in 2012, 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"/>	\$ 22,670	
2012 Total Jackson County Funding			\$ 22,670	

Did your agency receive funding or resources in 2012 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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Section B

Section C: 2013 Program Budget

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

Agency Name: Lee's Summit Underwater Recovery Inc.

Program Name: _____

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
We performs dive operations in all types of water, ranging from rivers, ponds, lakes, creeks, and quarries. Operations include: Parks and Rec underwater maintenance, Flood evacuation, Weapons / Evidence Recovery, Small Aircraft Recovery, Human and Animal Rescue /Remains Recovery, Vehicle Recovery (Boats, Cars, Etc.), Swift water / River Rescue, Ice Rescue / Ice Diving, Recovery, Land / Water based missing persons searches, Sonar searches, & Removal of underwater hazards in county lakes.			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 12,000
Supplies			
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p style="margin: 0;">RECEIVED</p> <p style="margin: 0;">SEP 18 2012</p> <p style="margin: 0;">JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI</p> </div>			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Program Request \$ 12,000

Section D: 2013 Program Information

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

Agency Name: Lee's Summit Underwater Recovery Inc.

Program Name: _____

Proposed Program

Detail functions to be performed by each program.

LSURR provides water safety programs for kindergartens and schools, civic groups, and diving for evidence for a law enforcement agency. Our building headquarters is loaned out to Parks for in park deer hunts, and the Sheriff's department for training.

Operations are performed for law enforcement and fire agencies in all kinds of weather conditions. LSURR works closely with the requesting agency to coordinate any operation.

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Section D: 2013 Program Information

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

Agency Name: Lee's Summit Underwater Recovery Inc.

Program Name: _____

Participants

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

Jackson, MO	
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

Target Population

Describe target population and demographics to be served by each program.

LSURR provides water safety programs for kindergartens and schools, civic groups, and diving for evidence for area law enforcement agencies. Operations are performed for law enforcement and fire agencies in all kinds of weather conditions. LSURR works closely with the requesting agency to coordinate any operation. In addition to this, the LSURR facility is loaned out to Jackson County Parks and Recreation for in park deer hunts, and to the Jackson County Sheriff's department for training.

Would you provide these services to anyone at your door?

Answer Yes or No

Is anyone denied services?

Answer Yes or No

What level of indigents (below poverty level) do you serve?

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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Service Delivery Area

Identify your specific geographic service delivery area for each program.

Section D: 2013 Program Information

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

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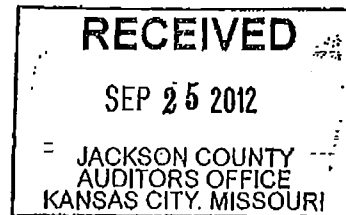
Program Name: _____

LSUR services all of Jackson County, as well as extended services to the North KC, Harrisonville, Kansas (OP, Shawnee, Olathe, & Desoto), and Butler

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.

LSUR tracks funding and awards and utilizes a Quick books product to ensure that equipment and structure of funding remains utilized for its resident's support



Approach & Method

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

Section D: 2013 Program Information

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

Agency Name: Lee's Summit Underwater Recovery Inc.

Program Name: _____

1. Construct, revise, and re-evaluate water safety presentations for Jackson County schools and civic centers.

2. Allow usage of HQ for Jackson county sherrif's department as they request

3. Work closely with Jackson county parks services to inspect bouys and water based operations on an as needed basis

Detail specific methods you will use to achieve these objectives.

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KANSAS CITY, MISSOURI

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.

Section D: 2013 Program Information

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

Agency Name: Lee's Summit Underwater Recovery Inc.

Program Name: _____

Monthly buisness and quarterly Board of directors meetings, as well as direct feedback from the communities wltin Jackson County

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)

Public representation at service organizations and safety fairs

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KANSAS CITY MISSOURI

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 **Lee's Summit Underwater Rescue**, 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, **Lee's Summit Underwater Rescue**, 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
Director
Title

Jennifer Feller
Printed Name
6-21-13
Date

Subscribed and sworn before me this 21 day of June, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 7/11/15.

[Signature]
Signature of Notary
6/21/13
Date

