

# **COOPERATIVE AGREEMENT**

**BETWEEN THE CITY OF KANSAS CITY**

**and**

**THE RAYTOWN C-2 SCHOOL DISTRICT**

## **REGARDING KCFD PRE-APPRENTICE PILOT PROGRAM**

THIS AGREEMENT is entered into and executed by and between **THE CITY OF KANSAS CITY, MISSOURI**, (hereinafter "City") a municipal corporation and **RAYTOWN C-2 SCHOOL DISTRICT**, doing business as Raytown Quality Schools (hereinafter "Raytown Quality Schools") a public school district.

**WHEREAS**, Section 103 of the City's Charter grants the City the power to cooperate with other governmental bodies for the purpose of promoting any of the powers of the city; and,

**WHEREAS**, The City Council by Resolution #150553 authorized development of a pre-apprentice program in the Kansas City Fire Department (hereinafter "KCFD") that would allow agreements with local school districts creating a partnership for the purpose of qualifying students as pre-apprentices and thereby putting such students on a path to potential offers of City employment in KCFD as emergency medical technicians pending availability and KCFD needs; and,

**WHEREAS**, Raytown Quality Schools is a public school district partially located within the boundaries of the City and is authorized to enter into inter-governmental cooperative agreements; and,

**WHEREAS**, KCFD and Raytown Quality Schools desire to create a pilot program that would train selected Herndon Career Center high school seniors as emergency medical technicians to prepare them for eligibility to serve their community in such capacity; and

**WHEREAS**, the City and Raytown Quality Schools believe it is in the public interest and the common good of the general public that they enter into an inter-governmental cooperative agreement; and,

**THEREFORE, IT IS MUTUALLY AGREED**, as follows.

1. The City and Raytown Quality Schools shall cooperate in the creation of a pilot program that will allow up to fifteen Raytown Quality Schools high school students,

who while students of Raytown Quality Schools at the Herndon Career Center have completed a basic emergency medical technicians course offered through the Herndon Career Center, a career and technical high school. The program participants will also be required to become certified as basic emergency medical technicians by the National Registry of Emergency Medical Technicians, be residents of Kansas City and, be able to meet all the entry-level requirements of a firefighter to be KCFD pre-apprentices. In achieving the prerequisites listed above, program participants will become eligible for potential offers of City employment in KCFD as emergency medical technicians pending availability and KCFD needs.

2. Raytown Quality Schools shall provide the necessary instruction to enable a maximum of fifteen Herndon Career Center high school students to become certified as basic emergency medical technicians by the National Registry of Emergency Medical Technicians during their senior year of high school while attending the Herndon Career Center. KCFD may at its discretion provide assistance upon request to Raytown Quality Schools in support of such necessary instruction.

3. If any notice is required to be given by this Agreement it shall be to the following persons:

For the City:

James Dean, Deputy Chief  
KCFD-Community Services Bureau  
Century Towers, 635 Woodland Avenue, Suite 2100  
Kansas City, Missouri 64106  
Office: 816 513 4662  
Cell: 816 805 3330  
Fax: 816 513 4685  
james.dean@kcmo.org

For Raytown Quality Schools:

Ms. Kim Bielawski  
10750 E. 350 Highway  
Raytown, MO 64138  
(816)268-7000  
kim.bielawski@raytownschools.org

4. Each party releases the other party and all its officials, officers and employees from any and all liability, losses, costs and claims for any personal injuries or any other damages arising pursuant to this Agreement.

5. No provision of this Agreement is intended to, or does, negate or waive official immunity, sovereign immunity or application of the public duty doctrine if the agents, officials, officers, employees, elected or appointed officials, or other representatives of

either party are subject to civil litigation arising out of their actions as set forth in this Agreement. This Agreement is entered into for the public interest and the common good of the general public and is for a strictly governmental purpose.

6. This Agreement creates no third-party beneficiary rights in any other person or entity.

7. Any amendment or modification of this Agreement shall require the written approval of both parties.

8. This Agreement shall be in effect upon execution by the parties and shall automatically renew for up to five additional one year terms. This Agreement shall terminate no later than six years from its effective date. This Agreement may be terminated without cause by either party with ninety days' written notice to the other party. Prior to the termination of this Agreement the parties will consider the needs of the participating students and any participating students will be allowed, if possible, to finish the pilot program.

9. Upon receiving permission from KCFD employees, KCFD will provide results of background checks for KCFD employees working directly with students of Raytown Quality Schools. For those KCFD employees who have not been subject to a background check in the past calendar year, those employees must submit to entry into the School District's Raptor System. Raytown Quality Schools reserves the right to refuse to allow any KCFD employee, agent or, independent contractor access to students if the employee does not complete a background check acceptable to Raytown Quality Schools.

10. This Agreement shall be construed and enforced in accordance with the laws of the state of Missouri, and venue shall lie in Jackson County, Missouri.

11. If any provision of this Agreement is declared invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect.

\*\*\*\*\*REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK\*\*\*\*\*

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

For the City of Kansas City, Missouri:

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Donna Maize  
Fire Chief

Date signed

For the Raytown C-2 School District:

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Mr. Rick Moore  
Board President

Date Signed

Attested by: \_\_\_\_\_  
Board Secretary, Raytown C-2 School District