

COOPERATIVE AGREEMENT

This agreement is entered into as of the START DATE, which shall be the date of the last party to execute the agreement, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Greenbelt Land Trust of Mid-Missouri, a non-profit corporation organized under the laws of the State of Missouri (hereinafter "GLT").

The parties agree as follows:

A. BACKGROUND AND PURPOSE

The purpose of this cooperative agreement is to maintain a framework between City and GLT to implement a mutually beneficial set of conservation actions for the City of Columbia and Boone County, Missouri. Based upon the wide-ranging partnerships, and tangible conservation opportunities, generated by the Green Infrastructure Network development process, this agreement will serve to implement the land conservation efforts of the City and GLT with a focus on the highest priority areas to conserve and restore the natural resources of Columbia and Boone County.

This cooperative agreement is intended to be a continuation of the larger partnerships generated during development of the "Our Natural Legacy - A Plan for Columbia and Boone County" (ONL) that pertained specifically to land conservation, which included the Missouri Department of Conservation, City of Columbia, Boone County, Missouri Department of Natural Resources, U.S. Fish and Wildlife Service, and other invited stakeholders. During implementation of key ONL components that pertain specifically to land conservation, a Land Conservation Implementation Committee (See Attachment A) will continue through participation by the above-mentioned partners. Financial support for this project is being provided by the City of Columbia and through this agreement.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

It is mutually agreed that City and GLT have significant interest in the conservation of the natural resources of mid-Missouri. Moreover, it is of mutual interest for each party to work together when appropriate and possible to promote, conduct, plan, develop, implement, and facilitate any and all efforts and activities designed to benefit those natural resources, and it is further recognized that working together will provide natural resource benefits in excess of those achieved through separate initiatives. Therefore, each party, in consideration of the mutual benefits flowing from each to the other, does hereby agree to the following provisions:

1. As its mission indicates, "The Department of Parks & Recreation is committed to improving our community's health, stability, beauty, and quality of life by providing outstanding parks, trails, recreational facilities, and leisure opportunities for all Columbia citizens." In order to accomplish this mission, the department has several strategic goals, one of which is to "provide park and facility planning, acquisition, development and restoration of Columbia's natural ecosystem to meet the needs and expectations of citizens of Columbia." One of the visioning goals of the City is that "Land will be preserved throughout Columbia and Boone

County to protect farmland, scenic views, natural topographies, rural atmosphere, watersheds, healthy streams, natural areas, native species, and unique environmentally sensitive areas, thereby enhancing quality of life." Other elements of that vision state that "Columbia and its neighboring communities will be a place where the air, water, land, and natural aesthetic qualities of our environment shall be protected by a combination of conservation strategies including, but not limited to, regulations and ordinances, conservation incentives, education programs, and smart growth planning." Strategies to meet these goals include: developing an environmental protection plan; preserving open space, farmland, natural beauty, and critical environmental areas and; and evaluating potential land preservation areas in Columbia and Boone County.

2. GLT, originally established in 1993 as the Greenbelt Coalition, is dedicated to the conservation and protection of natural resources that represent the mid-Missouri landscape for present and future generations. GLT accomplishes their mission through fee simple land acquisition and stewardship, or by accepting permanent conservation easements on private land. GLT is a non-profit organization governed by a Board of Directors (Attachment A) and is supported by individual memberships and donations. GLT is a member of the Land Trust Alliance and, as such, works according to that organization's Land Trust Standards and Practices. GLT is in good standing with the Missouri Secretary of State.

3. In 2015, GLT hired staff, established a Land Conservation Implementation Committee, developed a Public Land Acquisition Scoring Matrix, and used the matrix to complete objective criteria scoring for land parcels in the Columbia metropolitan area. In 2016, GLT maintained staff positions, evaluated land acquisition funding opportunities, continued scoring offered parcels according to the scoring matrix, and reached out to landowners with high-quality properties to discuss conservation options. Moving forward, the goal is to continue identifying and prioritizing land parcels for conservation purposes in harmony with the goals of the ONL, capture funding sources for land acquisition to reduce acquisition costs, and make contact with land owners along the Perche Creek trail corridor.

C. MEASURABLE DELIVERABLES

In consideration of the above premises, the parties agree as follows: City shall:

1. Provide funding for paid staff to advance the land conservation efforts identified in the ONL document and as further outlined below in the attached budget (Attachment B),

2. Designate a Parks and Recreation staff member to serve on the Land Conservation Implementation Committee that will participate in the continuation of this partnership effort alongside other agency and stakeholders.

3. Participate in Land Conservation Implementation Committee meetings and events that promote the ONL efforts that are focused on fish, forest and wildlife conservation.

4. Participate in the use and evaluation of the Public Land Acquisition Scoring Matrix and assist with the identification of possible land acquisition targets.

5. Provide technical assistance during implementation of land conservation efforts, including goals of the 2013 Parks, Recreation and Open Space Master Plan, science perspective, private landowner outreach assistance, and GIS applications.
6. Advise GLT of potential funding sources that could benefit implementation of the ONL plan.

GLT shall:

1. Coordinate all activities associated with implementation of the land conservation initiatives identified in ONL, including maintaining paid staff and/or contracts required to meet the deliverables as identified in this contract.
2. Continue to review and revise as necessary the Public Land Acquisition Scoring Matrix as approved by the Land Conservation Implementation Committee (LandCIC).
3. Continue to use the matrix to prioritize properties offered to the City by willing sellers as requested by Columbia Parks and Recreation staff, using a combination of the GIS model and subjective investigations.
4. Continue to serve as a point of contact for the owners of the parcels identified in the May 31, 2016 report and facilitate conservation of their properties as is possible.
5. By July 1, 2017, identify landowners of parcels along planned Perche Creek Trail, and draft and send as many letters as necessary to discuss the acquisition of trail easements by Columbia Parks and Recreation, as well as other conservation opportunities for the parcels.
6. By September 30, 2017, meet in person with as many of the Perche Creek Trail landowners as possible to discuss the planned trail and the acquisition of easements, as well as other conservation options.
7. In the event that a property is identified as suited to an acquisition grant program (such as the grant programs identified in the report dated February 29, 2016) City and GLT shall have a mutual option to designate GLT to manage the grant application process, including completion of the application, management of the reporting requirements, and the general administration of the grant.
8. Coordinate a meeting of the Land Conservation Implementation Committee (LandCIC) once during the contract period to discuss conservation actions and opportunities among LandCIC members. Minutes from the meeting and a final report documenting that all the MEASURABLE DELIVERABLES have been accomplished, including documentation of correspondence and contacts with owners of the Perche Creek Trail parcels, any parcels scored according to the Public Land Acquisition Scoring Matrix, and minutes from any additional meetings of the Land Conservation Implementation Committee by April 30, 2018.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT

1. Any modifications to this agreement shall be made by mutual consent of the parties by the issuance of written modification, signed and dated by all parties thirty (30) days prior to any changes being performed.
2. This agreement in no way restricts City or GLT from participating in similar activities with other public or private agencies, organizations and individuals.
3. Meetings will take place periodically between City, GLT and the other partners to discuss and identify opportunities for mutually beneficial projects and activities.
4. City and GLT agree to hold harmless and save one another free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by each party, respectively, under this agreement or resulting from the work, or provided for by themselves or their employees and agents under the terms of this agreement.
5. City's obligation to perform under this agreement is subject to the availability of funds and contingent upon annual budget appropriations.
6. It is understood that GLT is an Independent Contractor and neither it, nor its agents, shall represent themselves as employees or agents of City.
7. GLT shall comply with all local, state, and federal laws and regulations related to the performance of this grant agreement to the extent that the same may be applicable to the entity. GLT will indemnify and hold City harmless in all claims of damage resulting from the actions of the GLT staff, contractors or volunteers under GLT supervision. City will not be liable in the event that GLT staff, contractors, or volunteers are involved with any dispute, claim, or litigation arising from implementation of the project.

E. PARTIES AND CONTACTS

CITY OF COLUMBIA:

Mike Matthes, City Manager
P.O. Box 6015
Columbia, MO 65205-6015
(573) 874-7214
cmo@GoColumbiaMo.com

Mike Griggs
Director of Parks and Recreation
P.O. Box 6015
Columbia, MO 65205-6015
(573) 874-7463
mbg@GoColumbiaMo.com

GREENBELT LAND TRUST OF MID-MISSOURI:

Mike Powell, Executive Director
PO Box 144
Columbia, MO 65205
(573) 340-3927
mpowell@greenbeltmissouri.org

Brianna Lennon, President
PO Box 144
Columbia, MO 65205
(573) 489-8836
briannalennon@gmail.com

F. AGREEMENT PERIOD

This agreement shall be effective from the START DATE, which shall be the date of the last party to execute the agreement, through April 30, 2018, unless the mutual option to designate GLT as grant manager on an acquisition project is exercised, in which case the agreement shall be effective until such time as the acquisition project is completed. Use of all funds should be documented within the project period.

G. PAYMENT PROCESSING

The City shall contribute funds, not to exceed \$15,000, for the period of this agreement, as well as not more than \$25,000 if the mutual option to designate GLT as grant manager on an acquisition project is exercised.

The first payment of \$5,000 may be invoiced after this agreement has been signed, upon the commencement of implementation of MEASUREABLE DELIVERABLES.

A second payment of \$5,000 may be invoiced September 30, 2017 or after, upon delivery of documentation of correspondence and contacts with owners of the Perche Creek Trail parcels and all scored parcels requested by the City.

Additional payments of \$1,000 each, not to exceed \$5,000 total, may be invoiced upon delivery of a completed Public Land Acquisition Scoring Matrix form requested by the City.

A final payment of up to \$5,000 may be invoiced April 30, 2018 or after, upon delivery of a FINAL REPORT documenting that all the MEASUREABLE DELIVERABLES have been accomplished if the City has requisitioned fewer than five (5) properties be scored using the Public Land Acquisition Scoring Matrix. The amount of this payment shall be calculated by subtracting the total sum paid in Public Land Acquisition Scoring Matrix fees from \$5,000.

If the mutual option to designate GLT as a grant manager on an acquisition project is exercised, two additional payments may be invoiced:

A payment of \$12,500 may be invoiced when the mutual option to designate GLT as grant manager on an acquisition project is exercised, at the time that the mutual option is exercised.

A second payment of \$12,500 may be invoiced at the time that the acquisition project is completed.

All funds must be deposited in a timely manner into a bank account from which payment of applicable expenses will be made. Interest, if any, earned on these funds must also be deposited into the same bank account and used for this project.

H. MONITORING REQUIREMENTS

The Department's Director and the Park Services Manager shall monitor the Agreement for compliance. Such monitoring shall include, but not be limited to on-site visits, ongoing informal monitoring through phone calls and email, and periodic desk review of financial information, progress, and performance reports.

GLT shall allow the Department access to all financial records and/or audited financial statements related to this Agreement.

I. CONTRACT TOTAL FOR FY2017 - \$40,000

Firm fixed amount funded by the Park Sales Tax, Land Acquisition Fund.

J. TERMINATION

Either GLT or City retains the right to terminate this agreement at any time, without penalty or recourse, by giving written notice at least sixty (60) days prior to the effective date of the termination. In the event of agreement termination, unspent funds must be returned to City. Funds previously spent must be repaid only if expended contrary to the purpose of this agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed through their duly authorized signatures on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 44008850 604990 00517, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Director of Finance

GREENBELT LAND TRUST OF MID-
MISSOURI

By: _____
Brianna Lennon
President of the Board of Directors
Greenbelt Land Trust of Mid-Missouri

Date

ATTACHMENT A

**GREENBELT LAND TRUST OF MID-MISSOURI
BOARD OF DIRECTORS
(As of October 26, 2016)**

Brianna Lennon, President
Esther D. Stroh, Vice President
Hank Ottinger, Secretary
Daniel Lyskowski, Treasurer

Mary Lottes
Mike Hood
Barbara Hoppe

ATTACHMENT B

Budget

The following is a budget for expenditure on activities to be performed by the Greenbelt Land Trust of Mid-Missouri pursuant to its cooperative agreement related to the Our Natural Legacy Planning and implementation process in Boone County and the City of Columbia. These classifications are to be used as general guides for expenditures; definite limits on specific activities, as applicable, are set forth in the agreement.

Personnel Services \$10,000

Partial support of salaries/benefits to support staff necessary to carry out tasks in the cooperative agreement (i.e., Executive Director).

Administrative Overhead \$5,000

This supports a portion of overall operating costs such as occupancy, computer, fax, copier, other office equipment, insurance, legal and accounting, and miscellaneous operating expenses.

If the mutual option to designate GLT as grant manager on an acquisition project is exercised, the following shall be added to the budget:

Personnel Services \$20,000

Partial support of salaries/benefits to support staff necessary to carry out tasks in the cooperative agreement (i.e., Executive Director).

Administrative Overhead \$5,000

This supports a portion of overall operating costs such as occupancy, computer, fax, copier, other office equipment, insurance, legal and accounting, and miscellaneous operating expenses.