

**COOPERATIVE AGREEMENT
BY AND BETWEEN
THE MISSOURI DEPARTMENT OF CONSERVATION
(DEPARTMENT)
AND
CITY OF COLUMBIA
(CITY)**

NAME OF PROJECT: Columbia Community Conservation Planner

A. PURPOSE

The Department helps communities conserve and restore natural resources and connect to nature. Fish, forests, and wildlife in Missouri face the loss of important habitats due to increased development. Only when conservation needs are a key part of planning for community growth and redevelopment can we protect our valuable resources and improve the quality of life for present and future Missourians. An accepted avenue to accomplish this mission is through partnerships, which is a shared interest of the City and the Department. All parties agree that dedicated staff time required to accomplish this goal in the City of Columbia exceeds the ability of existing staff. Increased capacity is needed to achieve the goals set out in the City of Columbia's Sustainability Plan, which are mutually beneficial to the City and the Department.

The Department and the City recognize the efficiencies associated with combining and sharing resources to conserve and restore natural resources while connecting people to nature.

B. PARTNER DELIVERABLES

Throughout the agreement period, the collaborative efforts between the Department and the City will deliver and implement additional habitat enhancement projects in Missouri that benefit fish, forest, and wildlife, as well as ecosystem functions. Expected deliverables include but are not limited to:

- a. Continue to employ and provide a City staff person to function as a Community Conservation Planner at the Sustainability Office within the City of Columbia, or a mutually agreeable location. The Community Conservation Planner will provide or coordinate technical assistance, planning, and implementation of projects with the Department and the City.
- b. Educate developers, consultants, and local government representatives about social, environmental, and economic impacts of urban sprawl and the benefits of the alternatives.
- c. Provide engagement and input in community planning regarding plat reviews, creation of conservation-friendly zoning codes and ordinances, greenway establishment, green space conservation, storm water master plans, and long-range land-use master plans.
- d. Provide engagement and input for the adoption of alternative zoning codes and ordinances that promote conservation benefits for fish, forest, and wildlife resources and citizen enjoyment.
- e. Deliver a conservation message while attending conferences, festivals, symposia, and workshops as presenter or attendant.

- f. Assist with easements, deed restrictions, and other methods of ensuring long-term environmental protection.
- g. Ensure sustainable natural resource protection is contributed to city growth discussions.
- h. Establish a work plan with mutually agreed upon objectives.
- i. Ensure that the Department's name and logo will be utilized on all outreach materials including, but not limited to brochures, publications, reports, communications, website, and project sites as appropriate.
- j. Hold quarterly meetings with a minimum of the Community Conservation Planner and the contacts for the Department and City listed under Section C of this agreement to provide status updates and upcoming events.

C. PARTIES AND CONTACTS

City of Columbia

De'Carlon Seewood
701 E. Broadway
Columbia Mo 65205
573-874-6338
Decarlon.seewood@como.gov

Missouri Department of Conservation

Jamie Barton
CPLC Unit Supervisor
3500 E. Gans Road
Columbia, MO 65201
573-815-7901 x3483
Jamie.Barton@mdc.mo.gov

D. AGREEMENT PERIOD

This Agreement shall be in effect from July 1, 2022 to June 30, 2023.

This Agreement may be renewed for up to 2 one-year renewals contingent upon mutual agreement and available funding.

E. FUNDING

It is further agreed that the Department will provide funds in the fixed sum of \$31,000.00

Upon completion, expiration, or termination of this Agreement, all unspent funds shall be returned to the Department.

F. INVOICING AND PAYMENT

Upon final execution of this Agreement, Partner shall submit an invoice with a unique invoice number to the Department for payment in the amount of \$31,000.00. Payment will be made within thirty (30) days of receipt.

Partner may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal located at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

G. APPROPRIATION

Funds must be appropriated for each fiscal year and the grant/agreement shall not be binding upon the Department for any period in which funds have not been appropriated or approved by the Conservation Commission.

H. REPORTING REQUIREMENTS

The below-referenced reports shall contain mutually agreed-to information, in addition to documentation of project expenses. Expense documentation must include copies of original receipts and, if approved in advance for reimbursement, line item accounting for each pay period of actual salary and benefit expenses.

The City will provide the Department a six-month progress report on December 31, 2022 and a final report on July 15, 2023. At a minimum, the final report should summarize the annual activities, progress on individual work objectives, expense documentation, and line-item accounting for each pay period of actual salary and benefit expense for staff time, including match.

All reports shall be sent electronically to all the Department contacts listed in this Agreement.

I. OWNERSHIP

Partner will retain ownership of all goods paid for under this Agreement.

J. MONITORING REQUIREMENTS

Jamie Barton will be responsible for monitoring the Agreement. Partner agrees to allow Department access to Partner's financial records and/or audit financial statements related to this Agreement.

K. TERMINATION

The Department retains the right to terminate this Agreement at any time, without penalty or recourse, by giving written notice at least thirty (30) days prior to the effective date of the termination. Partner shall be entitled to retain funds for activities or services delivered under this Agreement prior to the effective date of the termination. Any unexpended funds must be returned to the Department within thirty (30) days of the effective date of the termination.

L. APPLICABLE TO GOVERNMENT ONLY: APPLICABLE LAWS AND REGULATIONS, HOLD HARMLESS

Partner shall comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the entity. Partner agrees to assume all risks associated with the activities performed under this Agreement. Partner agrees to hold harmless the Department, the Conservation Commission, and its agents and employees, from any claim or suit arising out of, in connection with, this Agreement and the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

M. AMENDMENTS TO THIS AGREEMENT

Amendments to this Agreement must be mutually agreed upon and in writing by the Parties.

N. ATTACHMENTS

All Agreements submitted for signature must be accompanied by a listing of board members and officers for non-governmental organizations.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

MISSOURI DEPARTMENT OF CONSERVATION

By: _____
Bill White, Community and Private
Land Conservation Branch Chief

Date: _____

Approved as to form:

/s/ Jennifer Frazier
Jennifer Frazier, General Counsel

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 11000610-500101, SUSTAIN - MDC, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

ATTEST:

By: _____
Name: _____