

CoMo Wild Yards and Small Grant Program

Memorandum of Understanding Between the U.S. Fish and Wildlife Service And the City of Columbia, Missouri

AUTHORITY

This Memorandum of Understanding (MOU) is entered into by the U.S. Fish and Wildlife Service under the authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended, the City of Columbia, Missouri working under the laws and authorities of the state of Missouri, hereinafter referred to as “the Parties.”

PURPOSE

The purpose of this MOU is to define the roles of the Parties who have jointly agreed to work together in the development and implementation of the CoMo Wild Yards Program (CWYP). The CWYP provides Columbia property owners a unique place-based educational experience to learn about ecosystem-based adaptation practices that reduce the impacts of stormwater runoff through greater infiltration and pollution reduction. Additionally, native landscapes require less water to maintain once established thereby reducing household water consumption due to irrigation. Parties of the program share a mutual concern about the importance of community-led conservation and creating opportunities for the community to improve urban biodiversity.

This MOU establishes a framework of cooperation among partners to restore or create healthy urban ecosystems by educating participants on sustainable land management practices and providing financial support for plant materials and site preparation.

INTRODUCTION

This program provides assistance to landowners within the City limits of Columbia for the restoration or installation of native Missouri plant and animal habitats on their property. The program offers technical assistance in landscaping with environmentally sound and sustainable management practices to promote a healthy ecosystem for wildlife and people. This assistance includes and is not limited to the use of native plants, invasive vegetation management, water conservation, wildlife habitat development, and proper maintenance practices.

In 2017, the City of Columbia’s Office of Sustainability established the CoMo Wild Yards Program as an educational program to help homeowners and businesses create native Missouri landscapes to support and improve urban biodiversity. The goal of this partnership is to expand

these services to more properties and provide expanded support to residential and commercial projects.

Each party to this MOU has roles and responsibilities for implementing the CWYP, which will involve a collaborative approach to developing a small grant program and consulting with property owners about sustainable urban land management practices.

RESPONSIBILITIES OF THE PARTIES

The U.S. Fish and Wildlife Service agrees to:

- Coordinate and conduct participant consultations, write CWYP plans, and provide information to participants about urban ecology and the importance of native landscaping to support a healthy urban ecosystem.
- Monitor projects for completeness including the installation of plant material and support project certification.
- Provide technical and logistical support in planning field work and post-consultation activities, administering certification assessments and habitat appraisals.
- Develop and implement an evolving curriculum that meets the needs of program participants.
- Co-develop criteria for eligible projects to fund plant and site preparation materials.
- Contribute \$10,000.00 annually, as funding allows, to support the small grant program.
- Co-develop and provide educational materials (e.g. online information and pamphlets).
- Promote the program to local, state, and national organizations using multiple media outlets.

The City of Columbia, Missouri, agrees to:

- Train U.S. Fish and Wildlife Service staff on planning and implementing consultations, certification assessments, and habitat appraisals for the program.
- Provide technical and logistical support in planning field work and post-consultation activities, administering certification assessments and habitat appraisals.
- Post a map of participating properties on the City webpage.
- Develop and implement an evolving curriculum that meets the needs of program participants.
- Co-develop criteria for eligible projects to fund plant and site preparation materials.
- Contribute \$4,000.00 annually, as funding allows, to purchase plant materials.
- Update the program webpage as needed.
- Provide educational materials (e.g. books, online information, and pamphlets).
- Promote the program to local, state, and national organizations using multiple media outlets.

PARTIES MUTUALLY AGREE

The Parties are to recognize one another's support of the CWYP in internal and external press releases, reports, media events, promotional materials, signage, and other similar types of outreach.

This MOU takes effect upon the signatures of the Parties and remains in effect for two years from the date of execution. In the event of termination by one of the parties, the other parties may initiate a new MOU between them. This MOU may be extended or modified with written and signed approval from all the undersigned Parties. Participation by any one Party may be terminated with a 30-day written notice of any party to the other Cooperators. This MOU is only between the signatory Parties and may not be assigned to a different Party by any signatory without the full written permission of all Parties hereto.

This MOU does not restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

At the conclusion of the 2023 calendar year, the Parties will convene to evaluate the program.

TERMS & CONDITIONS

Any public notices issued by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.

During the performance of this MOU the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin, or disability.

No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.

All parties will ensure that its employees have the proper training and certification required to conduct activities under this MOU.

This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable regulations, and procedures including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.

It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of each respective party are not to be considered employees of the other party or parties.

Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the U.S. Fish and Wildlife Service endorses any product, service or policy of the City of Columbia. The City of Columbia will not take any action or make any statement that suggests or implies such an endorsement.

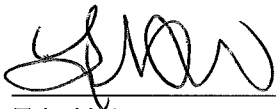
The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other Federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of the City of Columbia employees while acting within the scope of official duty shall be governed by the provisions of the laws of the state of Missouri.

This award is made on a need basis and does not obligate the City to pay any specific amount. The availability of funds for specific purchases will be determined as the City places its order, with certification made at the time within the amounts previously budgeted.

APPROVAL

The undersigned Parties hereby agree to the terms and conditions above.

U.S. Fish and Wildlife Service



Erin Holmes
Missouri State Private Lands Coordinator

6-21-23

Date

City of Columbia, Missouri

De'Carlon Seewood
City Manager

Date

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____ Nancy Thompson, City Counselor / mc

CERTIFICATION: I hereby certify that this MOU is within the purpose of the appropriation to which it is to be charged, Account No. 11000658-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance