

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

**I. PURPOSE OF COOPERATIVE AGREEMENT**

This Cooperative Agreement is entered into between the Missouri Department of Conservation, a conservation agency of the State of Missouri, (hereinafter referred to as the "Department") and the City of Columbia, a constitutional charter city with an interest in connecting people to nature (hereinafter referred to as the "City").

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 in order to conserve and restore natural resources while connecting people to nature.

**II. MEASURABLE OUTCOMES**

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 outcomes include but are not limited 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.
- Educate developers, consultants and local government representatives about social, environmental, and economic impacts of urban sprawl and the benefits of the alternatives.

- Involvement in community planning regarding plat review, creation of conservation-friendly zoning codes and ordinances, greenway establishment, green space conservation, storm water master plans, and long range land-use master plans.
- Adoption of alternative zoning codes and ordinances that promote conservation benefits for fish, forest, and wildlife resources and citizen enjoyment.
- Deliver a conservation message while attending conferences, festivals, symposia, and workshops as presenter or attendant.
- Assist with easements, deed restrictions, and other methods of insuring long-term environmental protection.
- Sustainable natural resource protection and city growth.

### **III. MEASURABLE DELIVERABLES**

The City will provide documentation of the MEASURABLE OUTCOMES (described above) and all other accomplishments realized as a result of this project, according to the schedule described in the REPORTING REQUIREMENTS section of this agreement. The report shall also include other observable outcomes or project benefits that may not be specifically described above.

- Establish a work plan with mutually agreed upon objectives.
- 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.
- Provide semi-annual written reports of position activities and progress toward work objectives.
- Hold quarterly meetings with a minimum of the Community Conservation Planner and the contacts for the Department and City listed under Section IV of this agreement to provide status updates and upcoming events.

### **IV. PARTIES AND CONTACTS**

#### **City of Columbia**

Michael Matthes

City Manager

City of Columbia

P.O. Box 6015

Columbia, MO 65205

(573) 817-5025

[Michael.matthes@como.gov](mailto:Michael.matthes@como.gov)

**Missouri Department of Conservation**  
Chris McLeland  
Private Land Services Regional Supervisor  
3500 E. Gans Road  
Columbia, MO 65201  
(573) 815-7901 x3483  
[Chris.McLeland@mdc.mo.gov](mailto:Chris.McLeland@mdc.mo.gov)

**V. AGREEMENT PERIOD**

This Cooperative Agreement shall be in effect upon final signature through June 30, 2017 and may be renewed at the sole discretion of the Department for two (2) additional one year terms after June 30, 2017.

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

**VI. FUNDING AMOUNT AND SOURCES**

The total agreement amount is not to exceed \$31,000 per state fiscal year from Private Land Services Division Account 6150 WPI 304.

See Exhibit A for anticipated budget.

**VII. PAYMENT PROCESSING**

Upon final execution of this agreement, the City shall invoice the Department for payment in the amount of \$31,000. Payment will be made within thirty (30) days of receipt of an invoice mailed electronically to the Department contact listed in Section IV.

**VIII. APPROPRIATION**

Funds must be appropriated for each fiscal year and the agreement shall not be binding upon the Department or the City for any period in which funds have not been appropriated. Appropriations by the City are expected to be on October 1, 2016 for the City 2017 fiscal year.

**IX. REPORTING REQUIREMENTS**

The City will provide the Department a progress report in six-month increments (on December 31 and June 1) with a final summary report provided within thirty (30) days upon completion of this agreement. 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.

**X. OWNERSHIP**

The City will retain ownership of all goods paid for under this agreement.

**XI. MONITORING REQUIREMENTS**

The designated Department contact (listed in section IV) will monitor the agreement conditions and required reports from the City. By acceptance of this agreement, the City hereby guarantees the Department access to financial records and/or audited financial statements related to this project.

**XII. AMENDMENTS TO THIS AGREEMENT**

Changes to this agreement or changes to the underlying project must be approved in advance by the Department, the City contacts listed in this agreement or their successors.

**XIII. TERMINATION**

Either party may terminate this agreement in whole or in part when it is determined, after a joint meeting of the parties, that there has been failure to comply with any of the conditions of this agreement. After such meeting, any party shall notify the other party, in writing, of any remaining problems and give thirty (30) days for the other party to initiate corrective action. If, after the 30-day period, the corrective changes are insufficient, the terminating party shall promptly notify the other party in writing of the termination, reasons for termination and the effective date for termination.

**XIV. APPLICABLE LAWS AND REGULATIONS/HOLD HARMLESS**

The City and its project partners 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. The City will hold harmless the Department in all claims of damage resulting from the actions of the City, contractors, or volunteers under the City's supervision. The Department will not be liable in the event that the contracting parties, contractors or volunteers are involved in any dispute, claim, or litigation arising from implementation of this project.


In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitution or law.

In Witness Whereof, the parties have executed this Agreement.

**MISSOURI DEPARTMENT OF CONSERVATION**

By: \_\_\_\_\_  
Bill White, Division Chief  
Private Land Services

Date: \_\_\_\_\_

  
\_\_\_\_\_

Approved as to form only by  
General Counsel

  
\_\_\_\_\_ Jennifer Frazier

**THE CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
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. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
Michele Nix, Director of Finance

**EXHIBIT A**

Anticipated budget:

	Department	City	Total
<u>Salary</u>	\$22,500	\$22,500	\$45,000
<u>Benefits</u>	\$ 8,500	\$ 8,500	\$17,000
	\$31,000	\$31,000	\$62,000