

**MISSOURI CONSERVATION HERITAGE FOUNDATION  
SERVICES AGREEMENT**

This Services Agreement ("**Agreement**") is effective as of the date of the last party to execute the Agreement ("**Effective Date**") and is made by and between Missouri Conservation Heritage Foundation (**MCHF or Client**), with offices at 330 Commerce Dr, Jefferson City, MO 65109 , and the City of Columbia, Missouri, 701 E Broadway P.O. Box 6015 Columbia, Missouri 65205 (**City**). Each a "**Party**," together, the "**Parties**."

**RECITALS**

WHEREAS Client is a nonprofit, charitable organization founded in 1997 to help meet financial needs placed on natural resource conservation and conservation-related outdoor recreation.

WHEREAS Client wishes to engage City to perform services described in Section 2 as an independent contractor to spearhead a process to develop and model a viable long-term operating model for the envisioned Boone County One Health Clinic ("**Services**"); and

WHEREAS City is willing to perform the Services on the terms and conditions described in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

<b>Agreement Terms and Conditions</b>		
1.	<b>Term, Renewal Termination, and Cooperation:</b>	<p>(a) <b>Initial Term.</b> This Agreement shall be effective as of the Effective Date and shall end December 31, 2026 ("<b>Termination Date</b>").</p> <p>(b) <b>Renewal.</b> The Parties may renew this Agreement for one additional one-year term by mutually agreeing to do so in writing on or before the Termination Date.</p> <p>(c) <b>Termination.</b></p> <p style="padding-left: 20px;">a. By Default. This Agreement may be terminated by either Party following a material breach by the other, provided that such termination shall not be effective with respect to any breach that is reasonably capable of cure until the end of a 15-calendar day period during which the breaching Party may cure the breach to the reasonable satisfaction of the other Party. In the event the breach is not cured, or if no cure is possible, the termination will be effective as of the date of notice of termination.</p> <p style="padding-left: 20px;">b. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.</p> <p style="padding-left: 20px;">c. By Convenience. With thirty (30) days written notice, either Party may terminate this Agreement for convenience.</p> <p>(d) <b>Cooperation.</b> The parties shall cooperate in good faith to resolve disputes that arise under this Agreement.</p>
2.	<b>Services and Payment:</b>	As described in <b>Attachment A</b>

<b>Agreement Terms and Conditions</b>		
3.	<b>Compliance with Laws:</b>	City will comply with all applicable laws when performing the Services.
4.	<b>Relationship of the Parties:</b>	<p>(a) <u>Independent Contractor</u>. This Agreement does not create an employee/employer relationship between the Parties. City is not an employee, agent or legal representative of Client for any purpose. City shall control the means and methods used to perform the Services. Client is not responsible for payment of City's expenses incurred in performing the Services except for those expenses that are described in Section 2.</p> <p>(b) <u>No Authority to Bind</u>. City has no authority to bind Client to any contractual obligation. City shall not represent to any third party that City has such authority and shall not make any representation on behalf of Client without express prior permission from Client.</p> <p>(c) <u>No Participation in Benefits</u>. City is not eligible to take part in any vacation, group medical or life insurance, disability, profit sharing, retirement, or any other benefit offered by Client to its employees.</p>
5.	<b>Taxes:</b>	City is solely responsible for payment of all income, payroll, Social Security, withholding, and other federal, state, or local taxes for its employees performing Services under this agreement. City is also solely responsible for payment of all unemployment, disability, or workers' compensation insurance premiums necessary for its employees to lawfully perform the Services.
6.	<b>Staff, Facilities Equipment, Equipment and Transportation:</b>	Unless specified to the contrary in Section 2, City shall furnish all personnel, facilities, transportation and equipment necessary to perform the Services.
7.	<b>Insurance:</b>	City shall keep in force workers' compensation, commercial general liability, and other forms of insurance, with policy limits deemed reasonably sufficient by Client to protect and indemnify Client, and its officers, directors, employees, partners, members, and successors (as applicable) from losses that result from City's negligent acts or omissions or those of City's agents, contractors, and employees.
8.	<b>Payments and Payment Schedule:</b>	<p>Client shall pay City for services satisfactorily performed as described below:</p> <p style="padding-left: 40px;">(a) \$22,803 upon execution of this Agreement</p> <p style="padding-left: 40px;">(b) \$22,803 by June 29, 2026</p> <p style="text-align: center;">Described in <b>Attachment A</b></p>
9.	<b>Confidential Information:</b>	City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Parties shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Parties shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services. Client shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Client's business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

**Agreement Terms and Conditions**

10.	<b>Warranties of the Parties:</b>	Each Party represents and warrants to the other that they have the right to enter this Agreement, to convey the rights granted, and to fully perform all their obligations in this Agreement.
11.	<b>Mutual Indemnification:</b>	To the extent permitted by Missouri law and without waiving sovereign immunity, each party shall protect, indemnify and hold the other party harmless from and defend against any and all claims, demands, actions, settlement, costs, damages, judgments, liability and expense of any kind, based upon or arising by reason of any act or failure to act, negligent or reckless, of that party in complying with its obligations under this agreement. This provision does not, however, require City to indemnify, hold harmless, or defend the Client from its own negligence.
12.	<b>Governing Law:</b>	This Agreement shall be governed by the laws of the state of Missouri without giving effect to conflicts of laws principles. Exclusive jurisdiction and venue for any dispute arising from or relating to this Agreement shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
13.	<b>Miscellaneous:</b>	<p>(a) The failure of either Party to insist upon performance by the other of any provision of this Agreement or to take advantage of its rights in any one or more instances will not be considered a continuing waiver of such rights in the future.</p> <p>(b) Unless stated otherwise in Section 2, "Services," no part of this Agreement may be assigned or subcontracted by either party without prior written approval from the other.</p> <p>(c) All rights and remedies that either Party may have under applicable law may be pursued in any combination against the other Party.</p> <p>(d) This Agreement may be modified only in a written document signed by authorized representatives of the Parties.</p>
14.	<b>Force Majeure:</b>	<p>(a) Neither Party will be responsible to the other for any losses that result from the failure to perform because of Force Majeure. Force Majeure is an event such as war, riot, or other disorder; fire; flood; or any other occurrence that is not within the reasonable control of the party claiming Force Majeure and which could not have been avoided by the exercise of reasonable diligence or the use of foresight. If a Force Majeure occurs, the Party whose performance is affected will notify the other Party of the event in writing and will take all reasonable steps to resume performance as soon after the Force Majeure as possible. Unless mutually agreed otherwise, the affected Party's performance shall be extended on a day for day basis equivalent to the period of Force Majeure, up to a maximum of sixty (60) days.</p> <p>(b) In the event a Force Majeure event persists longer than sixty (60) days, either party may, with prior written notice, terminate this Agreement.</p> <p>(c) Should either party terminate this Agreement for reasons of Force Majeure extending beyond sixty (60) days, or for any other reason, the parties shall settle accounts on an equitable basis.</p>

<b>Agreement Terms and Conditions</b>		
16.	<b>Notices:</b>	<p>All notices made under this Agreement shall be in writing and sent by mail or electronic means to the Party at the addresses indicated below:</p> <p style="text-align: center;"><b>To City:</b> 701 E. Broadway  P.O. Box 6015  Columbia, Missouri 65205-6015  Attn: Michelle Shikles  Email: <a href="mailto:Michelle.Shikles@CoMo.gov">Michelle.Shikles@CoMo.gov</a></p> <p style="text-align: center;"><b>To Client MCHF:</b> PO Box 366, Jefferson City, MO 65102  Attn: Tricia Burkhardt, Executive Director  Email: <a href="mailto:Tricia.Burkhardt@mochf.org">Tricia.Burkhardt@mochf.org</a></p>
17.	<b>Additional Terms</b>	<p>(a) No Waiver of Sovereign Immunity. 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.</p> <p>(b) No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary.</p> <p>(c) Employment of Unauthorized Aliens Prohibited. Client agrees to comply with Missouri State Statute Section 285.530 in that Client shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition of this Agreement, Client shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CID shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CID shall require each subcontractor to affirmatively state in its contract with CID that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. CID shall also require each subcontractor to provide CID with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.</p> <p>(d) Electronic Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.</p>

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives to be effective as of the date as first written above.

**Missouri Conservation Heritage Foundation**



By:  
Tricia Burkhardt  
Executive Director

Date: 4/29/2026

**City of Columbia**

By:  
De'Carlon Seewood,  
City Manager

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

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_  
Nancy Thompson, City Counselor/bt

## ATTACHMENT A

### Scope of Work and Funding

Purpose: City of Columbia will collaborate with partners to develop a One Health model for Boone County aligned with the Missouri Foundation for Health Grant awarded to Missouri Conservation Heritage Foundation.

Amount:

\$45,606 for Public Health Planner Services

Payment Schedule:

- Upon Effective Date: \$22,803
- On or prior to June 29, 2026: \$22,803

Public Health Planner Role:

- Lead the community engagement process between community nodes aimed at informing the feasibility study of the One Health Nature Clinic.
- Provide support to community partners within each node to facilitate community engagement
- Conduct seven focus groups to gather feedback on health model
- Interpret focus group findings and compile results for use in subsequent project planning
- Serve on project Steering Committee.

Role(s) of other city departments:

- Serve on the Steering Committee for the project, representation by City Parks and Recreation Director, and coordination with city offices including Office of Sustainability - Community Engagement Coordinator, Office of Neighborhood Services, and GIS and Parks and Recreation staff.