

**Memorandum of Understanding
for the
Planning, Restoration, Programming and Improvement
Of
Important Natural Areas with the Jackson County Parks System
Between
Bridging the Gap / Kansas City Wildlands and Jackson County Parks + Rec**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of July, 2025, by and between JACKSON COUNTY, MISSOURI, (County), through its Parks + Rec Department, and Bridging the Gap, who may do business as Kansas City Wildlands, (BTG/KCWL) a tax-exempt Missouri non-profit corporation.

WHEREAS, the County owns and/or manages over 21,000 acres of park property (Property), dedicated to recreation and open space preservation and restoration, which includes numerous important natural areas; and

WHEREAS, BTG/KCWL is a community based non-profit organization, focused on the protection and restoration of the natural environments in the greater Kansas City area, and community engagement with the citizens of the Jackson County on the importance of protecting our most valuable natural resources through outdoor education, stewardship, and programming; and

WHEREAS, both the County and BTG/KCWL recognize the recreational, natural resource, and historical value of the County's Property, and wish to collaborate to manage, protect, restore, and welcome the community to engage, experience, and enjoy the important natural areas and lands that make up the Property, exclusively to preserve and promote these attributes; and,

WHEREAS, the County and BTG/KCWL previously entered into a agreements to plant trees and make other natural area improvements on County properties; and,

WHEREAS, the County and BTG/KCWL wish to outline new responsibilities through this new Memorandum for mutual public benefit for the planning, restoration, programming and improvement of the Property; and,

WHEREAS, the Director of Jackson County Parks + Rec is authorized and empowered by the County to execute Memorandums of Understanding (Agreement) on behalf of the County;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. BTG/KCWL Rights and Responsibilities of Access. BTG/KCWL shall be authorized to enter onto the Property and perform the following activities as further outlines in **Exhibit A**.

- A.) Natural Area Restoration Planning. Utilizing the expertise of BTG/KCWL staff and partners, BTG/KCWL shall develop restoration plans for priority areas within the Jackson County Parks System. Plans shall include, but not be limited to, site analysis, plant inventory, environmental conditions, restoration opportunities, and restoration management plans. BTG/KCWL shall prepare written plans for each site identified, to include maps, photographs, and other data to communicate the goals of the plan, and present such plans to County for approval before the initiation of any site work. BTG/KCWL shall complete no less than one (1) new site restoration plan per year for each year of this agreement.

- B.) Site Restoration Work and Other Improvements. BTG/KCWL shall, at its sole expense and fundraising and the utilization of volunteers, make improvements to the Property for natural area restoration and recreational use by the public. BTG/KCWL shall conduct no less than three (3) separate restoration/improvement events on Property each year, and no less than a total of two-hundred (200) cumulative hours of staff and volunteer work on County Properties.
- C.) Programming. At the agreement of both parties, BTG/KCWL may conduct educational and recreational programming at the Property. Programming shall be focused on environmental education pertaining to the planning and restoration work conducted under this MOU, and other outdoor recreational opportunities as may be desired for a wide variety of audiences, with special emphasis on historically underserved populations. Programming may include educational, health and wellness, and historical programs that offer intentional opportunities for citizens of Jackson County to explore, experience and enjoy the Property. Generally, Property shall remain open to the public for general use during all program activities, unless permission is otherwise granted by County for major events.
1. Program Outreach. When developing the Plan and programming, BTG/KCWL shall engage historically underserved communities for all aspects of program development, including needs assessments, marketing, and program recruitment. BTG/KCWL shall strive to engage with new communities and organizations that may have not previously had access to or knowledge of the Property and outdoor recreation programs and events.
 2. Staffing. BTG/KCWL may hire staff, instructors, lecturers, and program leaders, and recruit volunteers, to develop, market and offer programs and events at the Property. BTG/KCWL shall be responsible for all compensation, background checks, recruitment, training, supervision, and management of persons performing duties and services.
 3. Program Scheduling. BTG/KCWL shall have the responsibility to schedule, cancel, postpone, or terminate any user program or activity on the Property. In the event of inclement weather, or other conditions in which the scheduled activity is reasonably likely to cause damage to the Property or danger to patrons, BTG/KCWL shall reschedule or cancel event and immediately notify the County when program schedule changes have occurred. BTG/KCWL programming is subject to County closures which may preempt BTG/KCWL scheduling. BTG/KCWL programming shall not compete with any existing County-offered or authorized programs, I.E., special events or athletic programs.
 4. Sponsorships. BTG/KCWL may secure sponsors for programs or special events on the Property. Sponsors shall be permitted to display appropriate advertising, subject to County review and approval, during programs and special events. All sponsor advertising shall be removed at the conclusion of each program or special event.
 5. Program/Admission Fees. While the goal of this MOU is to increase accessibility and inclusion, the BTG/KCWL may charge reasonable admission fees to offset the cost of program supplies or equipment, or a group user's fee for selected programs and events in an amount that is consistent with other admission fees charged for similar programs. All fees and charges shall be subject to review and approval by County. All revenue derived from admissions, or any other sources shall be kept by the BTG/KCWL, and be utilized by the BTG/KCWL exclusively for the ongoing programming and improvements at the Property.
- D) Other Site Improvements. Subject to grants and other available funding, BTG/KCWL may make other improvements to County properties with the express written permission of County. BTG/KCWL shall coordinate all improvement projects with Parks + Rec staff. Prior to construction of any capital improvements on the Property, BTG/KCWL shall submit a written layout and design plans of all proposed improvements, including engineering drawings for any infrastructure, including, but not limited to, buildings, bridges, decks, retaining walls, or fencing, to the Parks + Rec Director for

approval. No Work may proceed until plans have been approved by the Director, in writing. Construction of all improvements shall conform to the conditions set forth in **Exhibit B**.

1. After approval of plans and design by the Director, BTG/KCWL shall obtain the Director's written approval for any modifications to improvement plans.
2. Following completion of all work, BTG/KCWL shall be responsible for the daily and capital maintenance and repairs of all improvements made, unless otherwise agreed to by the County.
3. BTG/KCWL shall ensure that all volunteers, employees and/or contractors utilized to fulfill any of BTG/KCWL's obligations hereunder shall also comply with the terms of this Memorandum, the conditions set forth in **Exhibit B**, and the Jackson County Code of Ordinances Chapters 10 and 19 related to the employment and payment of prevailing wages of contractors for construction work on County property to the extent required under the law.
4. Upon completion, all improvements upon County owned lands shall become property of the County, unless otherwise agreed to in writing by both parties.
5. The design requirements of Section 1, Paragraph B shall not apply to small projects that do not involve infrastructure construction or modifications, such as the placement of bird houses, or other small volunteer or scout projects.

2. County Responsibilities. County shall perform the following duties at the discretion of the County, subject to appropriation.

1. Grounds Care. County shall continue to perform basic maintenance for all areas of the Property, around parking areas, around buildings and other structures, and along adjacent road-right-of-way.
2. Paved Surfaces. County shall maintain drives, entrances, and parking areas at the Property as needed to maintain safe and navigable public access.
3. Signage. County shall approve all signage prior to public display and may provide and install selected signs on Property.
4. Capital Repairs. Unless otherwise stated herein, County shall provide for the capital maintenance of Property infrastructure, subject to BTG/KCWL fundraising and County appropriation, and other available funding.
5. County-Authorized Recreational Programming. County shall continue to retain all rights and responsibilities to continue current recreational programs on the Property, and to develop new opportunities, independent of the BTG/KCWL.
6. Through its Park Ranger Division, County shall provide for routine security patrols of the Property and respond to requests for park safety services as needed.

3. Title. Title and Leases to the Property shall always remain with the County. This Agreement conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using the Property for recreational purposes.

4. Term. Unless terminated by either party in conformity with the termination provisions contained herein, the term of this Agreement shall be five (5) years from date of execution.

5. Modification and Termination.

This Agreement may be extended, modified, or amended with the written consent of both parties. Verbal representations and extra-contractual writings shall not be construed or relied upon as modifications, amendments, or waivers of any term of this Agreement.

This Agreement may be terminated with a 120-day written notice by either party. Upon such termination, BTG/KCWL shall remove all personal items from Property, unless such removal requirement is waived in writing by the County.

6. Indemnification. BTG/KCWL agrees to indemnify and hold harmless County from any and all damage, loss, or liability of any kind whatsoever, occasioned by or because of any act or omission, negligence, or wrongdoing of BTG/KCWL or any of its agents, representatives, assignees, or employees in the execution of this Agreement, and BTG/KCWL, at its own cost and expense, will defend and protect County against any and all such claims and demands.

7. Insurance. BTG/KCWL shall procure and maintain in effect throughout the duration of this Agreement general comprehensive liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate (both general and products-completed operations), written on an "occurrence" basis, for any claims, damages liability, losses, costs and expenses, court costs and reasonable attorney fees incurred by the County for enforcement of this section and for any accidents, injuries, including death, damage to property, or other claims arising as a result of or in connection with the performance by BTG/KCWL and its volunteers, employees, agents or subcontractors, under this Agreement. The County, its officers, employees, and agents shall be named as additional insureds under such policy. BTG/KCWL shall also carry a \$1,000,000 umbrella policy. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Insured Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, an aggregate limit of \$2,000,000.
- d. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to County, ten (10) days in the event of nonpayment of premium. Upon signing of this Agreement, Contractor shall provide to County a certificate of insurance showing all required endorsements and additional insureds.

All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by County, it is the responsibility of BTG/KCWL to see the required insurance coverage is always in force; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of BTG/KCWL's failure to assure the required insurance in effect, County may order BTG/KCWL to immediately stop all activities.

8. Annual Operations Report. By March 31st of each year, BTG/KCWL shall provide a written Annual Operations Report to County summarizing activities on the Property for the previous year, including the following. Reports may be submitted to the County via email to an agreed upon address.

- Summary of all planning, restoration, programming and improvement activities performed, including listing of all new plans developed, restoration activities completed, and programs and events offered during the past calendar year, including total attendance, listing of all community groups engaged with, and summary of all expenditures and revenues.
- Summary of restoration and general maintenance of improvement areas completed, including chemicals used, I.E. date, area applied, type, and amount.

- Roster of all paid staff employed by the BTG/KCWL working under this Agreement, with their position titles and hours worked per week.
- Total volunteer service hours performed, and type of work completed by volunteers.
- The Annual Report shall also include a summary of the future anticipated projects and programs BTG/KCWL plans to offer for the coming year and an estimated budget.

9. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or electronically, to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing.

JACKSON COUNTY PARKS+REC C/O Director of Parks + Rec 22807 Woods Chapel Road Blue Springs, MO 64015	Bridging the Gap / Kansas City Wildlands C/O Executive Director 1427 W 9th Street Kansas City, MO 64101
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10. Assignability or Subcontracting. BTG/KCWL shall not subcontract, assign, or transfer any part or all of BTG/KCWL's obligations under this Agreement without County's prior written approval. If BTG/KCWL shall subcontract, assign, or transfer any part of BTG/KCWL's interests or obligations under this Agreement without the prior written approval of County, it shall constitute a material breach of this Agreement.

11. Independent Contractor. BTG/KCWL is an independent contractor with respect to all services performed under this Agreement. BTG/KCWL accepts full and exclusive liability for the payment of all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by BTG/KCWL on work performed under the terms of this Agreement. BTG/KCWL shall defend, indemnify, and hold harmless County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of County, or BTG/KCWL, shall be deemed or construed to create any third-party beneficiary or principal and agent relationship with County. BTG/KCWL is not County's agent and BTG/KCWL has no authority to take any action or execute any documents on behalf of County.

12. Financial Responsibilities. BTG/KCWL shall be solely responsible for all costs associated with planning, restoration work, programming and improvements undertaken through this Agreement during the term of this Agreement and any extensions thereof.

a. Financial Support from County to BTG/KCWL. Subject to appropriation, the County agrees to pay the BTG/KCWL the total amount of \$25,000 for fiscal year 2025, in one installment upon execution of this Agreement, and an additional \$25,000 per year for the remaining four years of the agreement, subject to performance of all terms and conditions by BTG/KCWL.

b. Conditions for Payments. Funding for 2025, and any future years, shall be subject to annual budget approval by County.

To be eligible for any payments, BTG/KCWL shall submit a written proposal setting out in detail the intended use of the County's funding, including the target populations to be served. BTG/KCWL's proposal must be received by March 31st for requested funding in any calendar year after the initial year 2025. Any funds provided by the County shall only be utilized for BTG/KCWL's expenses to make and implement plans for the restoration and improvement of the Property, and help cover any program expenses.

Any future payments by County shall be made within the first quarter of each year, provided all requirements for payment have been satisfied by the BTG/KCWL. No future payments shall be made under this Agreement unless BTG/KCWL shall have submitted to the Parks + Rec Department an Annual Financial Report by March 31st of each year, including:

- i. BTG/KCWL's IRS Form 990 from the previous fiscal year;
- ii. Statement of BTG/KCWL's total budget for its most recent fiscal year; and
- iii. Detailed explanation and documentation of actual past expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If BTG/KCWL has previously received funding from the County, to be eligible for future payments, BTG/KCWL must submit either an audited financial statement for BTG/KCWL's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds.

No payment shall be made if BTG/KCWL is out of compliance with any other County contract or has not paid county taxes on all properties owned by Organization and assessed by the County.

13. Equal Opportunity. BTG/KCWL shall maintain policies of employment as follows.

BTG/KCWL and BTG/KCWL's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. BTG/KCWL shall take affirmative action as set forth to ensure that applicants for employment and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BTG/KCWL agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

BTG/KCWL and BTG/KCWL's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

14. Hiring Practices. Pursuant to §285.530.1, RSMo, BTG/KCWL assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, BTG/KCWL shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with any services.

15. Hold Harmless. BTG/KCWL shall hold harmless County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by BTG/KCWL and its selected volunteers, employees, agents, or subcontractors, or caused by others for whom they or BTG/KCWL are liable, regardless of whether or not caused in part by any act or omission, including negligence, of County, its agencies, officials, officers, or employees.

16. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action regarding the Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

17. Compliance with Laws. BTG/KCWL shall comply with all federal, state, and local laws, ordinances and regulations, including Missouri Prevailing Wage laws applicable to any improvements to Property. BTG/KCWL shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of obligations under this Agreement. All references to "Code" shall mean County's Code of Ordinances, including any amendments thereto or recodification thereof.

18. Waiver. Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification, or breach by the other party, whether new or continuing, or of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

19. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to County herein and any other rights and remedies which County may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that County may have exercised any remedy without terminating this Agreement shall not impair County's rights thereafter to terminate or to exercise any other remedy herein granted or to which County may be otherwise entitled.

20. Merger. This Agreement, including any referenced Attachments, constitutes the entire agreement between County and BTG/KCWL with respect to this subject matter, and supersedes all prior agreements between County and BTG/KCWL, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

21. Severability of Provisions. Except as specifically provided herein, all the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

22. Representations and Warranties. County and BTG/KCWL each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

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

Bridging the Gap / Kansas City Wildlands

I certify that I am authorized to execute this Memorandum of Understanding on behalf of **BTG/KCWL**:

Signature, Executive Director

Printed Name

Date: _____

ATTEST:

JACKSON COUNTY

Michele Newman, Director, Jackson County Parks + Rec

Date:_____

ATTEST:_____

Approved as to Form:

Bryan O. Covinsky, County Counselor

EXHIBIT A

Natural Area Planning & Restoration Scope of Work

Overview:

Jackson County manages the largest Parks System in the State of Missouri. Park lands include important natural areas, forests, glades, wetlands, lakes, flood plains and other ecologically sensitive areas. An abundance to diverse plants and wildlife are present in these areas. It is the goal of the Department to manage these lands in a sustainable way, balancing recreational opportunities and land stewardship. Parks + Rec values partnership opportunities with like-minded community partners to achieve common goals, and expand and enhance the County's technical and human resources.

Kansas City Wildlands (KCWL) identifies, and develops plans to restore, conserve, and protect important natural areas and remnant, high quality and highly diverse habitat located on public lands. These sites contain the original biological diversity of the Kansas City area, including rare plants, pollinators, and birds. A key component of Kansas City Wildlands work is the direct involvement of volunteers in conservation work. All workdays include safety and training, but are led with education in mind. Involving people in the stewardship of the creates a deeper connection to the sites and developing committed, long-term communities.

DELIVERABLES under this MOU:

Natural area site planning, management and restoration (i.e. invasive species management, seeding, prescribed fire) is essential to keep these sites healthy, functioning, intact, publicly accessible for recreation, and providing necessary ecosystem services. Accomplishing this, KCWL will:

- 1) Work with Jackson County to prioritize areas for planning and restoration management, focusing on the areas with the greatest potential for success. Initial priority areas shall include:
 - a) Ongoing work at the Blue River Parkway, including the Blue River Glade, Alex George Wetland, and the areas south of Kansas City's Minor Park
 - b) Blue Springs Lake, including at the Blue Springs Glade
 - c) Lake Jacomo, including areas identified by County staff for ongoing restoration, and the at the Kemper Outdoor Education Center
 - d) Rock Island Corridor
- 2) Develop detailed site management plans for each focus area, to include existing conditions, site analysis, risk factors, potential for restoration goals, and management plans. Written plans shall be submitted to County for review and approval prior to the initiation of any work by KCWL.
- 3) Conduct ecological restoration workdays, to include KCWL staff, and the recruitment, education, training and mobilization of volunteers. Workday activities may include but are not limited to: Invasive species removal, trash and debris removal, controlled burns, and re-planting of native trees, shrubs, ground covers, wildflowers, and other pollinator plantings.
- 4) Recruit, train, equip, and manage volunteers for involvement in each endeavor.
 - a) Include outreach at each workday to engage volunteers in the long-term stewardship and importance of each site
- 5) Track volunteer data – numbers of volunteers and number of volunteer hours, and communicate such data to the Department. KCWL shall follow all Jackson County volunteer guidelines and procedures.
- 6) Conduct workshops/training for County staff and/or Parks volunteers. Workshops may include but are not limited to:
 - a) Identification and proper management of invasive plant species in woodland, forest and/or prairie Parks-managed areas
 - b) Native planting/seeding in forested and/or prairie areas
- 7) Coordinate and conduct volunteer collection and processing of local genotype seed from remnant habitat, to include recruitment, training, training and mobilization of volunteers. Activities may include but are not limited to:
 - a) Advanced training and coordination of biologist/naturalist independent volunteers
 - b) Recruitment, education, and leading volunteer groups in collection
 - c) Surveying and tagging high value plants for collection
 - d) Storage and processing of seed

- e) Native planting/seeding in forested and/or prairie areas
- 8) Recruit, train and manage volunteers for involvement in this project.
- 9) Consult and coordinate ecological restoration activities with and on behalf of County, at direction and approval of County. Consulting and coordination may include but are not limited to:
 - a) Ecological surveys of woodland/prairie areas to inform land management decisions
 - b) Coordinate/consult KCWL Seed Team-harvested seed distribution for parks property
 - c) Coordinate sericea lespedeza season-long volunteer work at priority County park locations as agreed to by both parties.
 - d) Coordinate/recruit Parks fire-trained volunteers involved with prescribed burns on County properties.
 - e) Coordinate trained independent restoration volunteers.
 - f) Consult and partner with Parks staff on fire, mow and spray regimes for natural area management
 - g) Make KCWL's burn trailer (PPE and supplies) available for Parks staff and volunteers during other prescribed fire operations.
 - h) Consult with other organizations working with Parks on the restoration of other parklands.
 - i) Consult and partner with Parks for events within the parks, to present information on collaborative projects to the public and to help recruit new volunteers.
- 10) As budget and funds are available, hire and manage restoration contractors working on County property, and make other improvements on County properties with prior County approval.

EXHIBIT B

SCOPE OF DUTIES AND SERVICES TO BE PROVIDED BY BTG/KCWL FOR ANY PROPOSED PROPERTY CAPITAL IMPROVEMENTS

1. Design/Work Plan. Provide a design and plan of Work to County (Director of Parks + Rec) for proposed improvements, for the Director's approval. The Design and Work Plan shall:
 - Show all infrastructure components for construction of non-natural materials such as buildings, playgrounds, dams, bridges, decking, and fencing, etc...
 - Comply with applicable local construction codes.
 - Minimize impact on natural areas to the extent feasible and utilize best management practices to control storm water flow and prevent erosion, including full-bench-cut construction for hillsides.
 - Provide a Missouri professional engineer's signed and sealed drawings for any structural components.
 - For any projects proposed to utilize a combination of paid prevailing wage contractors and volunteer labor, provide a list of all volunteer workman proposed to be engaged in the construction of all improvements and the specific tasks they will perform. Any volunteer work shall be documented in accordance with the Missouri Prevailing Wage law, sections 290.210 et seq., RSMo.
 - For construction services to be performed by paid contractors or employees, provide a list of all workers and the specific tasks they perform. All paid contractors shall be compensated per Missouri Prevailing Wage laws and Jackson County Code Chapters 10 and 19 to the extent required under the law.
 - Provide an estimated anticipated schedule for all construction activities including when work will commence, when work will take place on Premises, and anticipated completion date(s).
2. Construction.
 - Through the use of paid contractors and/or BTG/KCWL's volunteers, BTG/KCWL will construct the improvements in conformity with the design as approved by the County.

- BTG/KCWL will provide all labor, tools, and materials necessary for the construction of related improvements, temporary signage, and safety features, except as otherwise stated in this Agreement. BTG/KCWL is expressly authorized to employ volunteer labor on projects of a cost less than \$75,000.
- BTG/KCWL will not utilize herbicides or other chemicals without prior written approval from the Director. Use and storage of explosives shall not be allowed.
- BTG/KCWL will train, supervise, and insure, and is solely responsible for the contractors, employees and/or volunteers utilized and their safety. BTG/KCWL will comply with all federal, state and local safety requirements in connection with the performance of the Agreement, including the provisions of the Federal Occupational Safety and Health Act of 1970 ("OSHA") and to the rules and regulations promulgated pursuant to this Act. All work conducted by and for BTG/KCWL shall be entirely at BTG/KCWL's own risk. Volunteer hours shall be reported annually to County.
- In the event excavation is conducted in connection with improvements, BTG/KCWL assumes the risk associated therewith, and will take all reasonable and necessary safety precautions, including but not limited to installation of protective coverings on or fencing around open and unattended excavations. Coverings shall be sufficient to sustain the weight of any persons and/or objects placed upon them, fixed to the ground so they cannot be moved, have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury, and be accompanied by advance warning devices as necessary. Fencing around open excavations shall be installed such that it surrounds the entire area under excavation so as to prevent entry by any persons, be a minimum of 42" in height and be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary. All excavations shall be restored to the level of the adjacent surfaces as soon as practicable. No excavations may be made in, upon, under, through or adjoining any area other than the Premises identified in Attachment A.
- BTG/KCWL shall be responsible for and in charge of the site and the installation of the Work thereon from the time work on the site commences until final approval by County. If installation requires, BTG/KCWL shall notify all utilities, municipal departments, adjacent property management, and others affected by their operations and shall properly coordinate and expedite their work in such a manner as to cause the least amount of conflict and interference between their operation and those of any other contractor or agency. Notification shall be made sufficiently ahead of time to provide proper rerouting of traffic and erecting of signs before the work is to begin. All damages or claims resulting from the improper or insufficient notification of the affected utility agency and others shall be the responsibility of BTG/KCWL.

3. Inspection of Installation and Materials.

- During installation of the Work, the County shall have the right to inspect the Work thereon to determine whether the Work is being installed in accordance with the County approved plans. If, at any time during the progress of such installation, it is determined that such improvements are not being installed in accordance with the County approved plans, upon receipt of written notice thereof from County, BTG/KCWL shall make such alterations as may be required to cause such improvements to conform to the specifications.
- All material of whatever nature, required in the performance of the Work embraced in this Agreement, shall be furnished by BTG/KCWL and shall be subject to inspection and/or test by County or its authorized representative before being placed in the Work. All rejected or unsuitable materials shall be removed at once from the site of the Work.
- As soon as practical after completion, the entire work will be examined thoroughly by the County. BTG/KCWL will be notified when the examination is to be made so that a representative may be present. If the inspection reveals any defective or unsatisfactory work, it shall be remedied by BTG/KCWL as County may require before final acceptance. The cost of all such repairs and replacements shall be borne by BTG/KCWL.

4. Maintenance.

Following completion of construction, BTG/KCWL shall maintain all improvements, including removing litter, trash, limbs, and other obstructions from improved areas, and repair and replacing other infrastructure as needed for the continuous and safe enjoyment of patrons, unless otherwise agreed to by the County.