# COOPERATIVE AGREEMENT BY AND BETWEEN MISSOURI DEPARTMENT OF CONSERVATION AND JACKSON COUNTY PARKS + REC

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#### I. PURPOSE OF COOPERATIVE AGREEMENT

This agreement is entered into between the Missouri Department of Conservation (Department) and the Jackson County Parks + Rec (JCPR) to participate in JCPR's project, which is an exciting collaboration bringing together the expertise of three organizations at a project site of approximately 20 acres. At the site, plans are to create ten acres of new wetland habitat, restore five acres of habitat for pollinators, and provide educational as well as volunteer opportunities within the surrounding neighborhoods and the larger metropolitan area.

The site, known as Alex George Lake, is part of the Blue River Parkway owned by Jackson County, Missouri. Alex George Lake itself is a typical example of a lake at the end of its life. Constructed more than 60 years ago, it has gradually filled with sedimentation. Its current depth of 2-3 feet across 90% of its surface area causes it to be continually covered with moss and algae. The cost to renovate the lake by dredging is prohibitive. Instead, the best solution is to convert the lake into a wetland. The Department funding will be used for the installation of native wetland plant species, elimination of invasive exotics, and some stabilization of the contributing streams.

Additionally, Monarchs on the Move (MOTM) will assist JCPR with five acres of pollinator habitat restoration, and Heartland Conservation Alliance will assist with training and education.

#### II. MEASURABLE OUTCOMES

Measurable Outcomes for the Wetland Component:

- Number and species of aquatic plant materials planted.
- Installation of six (6) rock check dams/weirs.
- Amount of invasive and exotic species removed.

Measurable Outcomes for Monarchs On The Move Component:

- Five (5) acres of habitat renovated.
- Protect, restore, and maintain restoration site at Alex George Lake.

  Methods for measure and evaluation:

Methods for measure and evaluation:

 The extent of improvement will be based on the number of forb species successfully growing.

Measurable Outcomes for Educational Component:

Community engagement.

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COUNTY CLERK

- Host three community restoration workdays at project area to: a) educate
  attendees about the benefits of wetland conservation and restoration; b)
  train volunteers in habitat restoration, specifically the identification and
  proper removal of invasive species and re-planting techniques; and c) lead
  volunteers in workday activities.
- Publicize the three events through a wide variety of outreach and media
  including local radio, television and newspaper, Facebook, monthly blog
  and other social media, and through neighborhood and civic organization
  promotions.
- Deliver a minimum of 75 community volunteers (avg. 25 per event) and 225 hours of volunteer stewardship work.
- Facilitate three hours of education, instruction, and training (one hour per event).

#### Stewards Program

- Train and certify 20 stewards from workday volunteers and the community at large.
- Contribute 60 site visits for ongoing restoration work at project area.

#### III. MEASURABLE DELIVERABLES

JCPR 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 and Monitoring Requirements section of this agreement. The reports shall also include other measurable outcomes or project benefits that may not be specifically described above.

#### IV. PARTIES AND CONTACTS

JACKSON COUNTY PARK + REC Bruce Wilke 22807 Woods Chapel Road Blue Springs, MO 64015 816-503-4802 bwilke@jacksongov.org

#### MISSOURI DEPARTMENT OF CONSERVATION

Stephen Van Rhein Community Conservation Planner 4750 Troost Avenue Kansas City, MO 64110 816-759-7305, ext. 1128 stephen.vanrhein@mdc.mo.gov

#### V. AGREEMENT PERIOD

Upon final signature through June 30, 2020.

Use of all cooperative agreement and matching funds should be documented within the project period.

#### **FUNDING AMOUNT AND SOURCES**

#### VI. Total amount - \$10,000 - Account numbers: 6150 / WPI 300

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

#### VII. PAYMENT PROCESSING

Upon final execution of this agreement, JCPR shall invoice the Department for payment in the amount of \$10,000. Payment will be made within thirty (30) days of receipt of an invoice mailed electronically to the Department Contact listed in Section IV, due no later than June 1, 2018.

#### VIII. APPROPRIATION

Funds must be appropriated for each fiscal year and the agreement shall not be binding upon the Department for any period in which funds have not been appropriated.

#### IX. REPORTING AND MONITORING REQUIREMENTS

JCPR will submit written reports, via e-mail, to the Department Contact on or before July 1, 2019, and July 1, 2020, for activities accomplished and to document the total acres affected and the volunteer hours and/or other resources committed as match to these grants. The report will include the status of the activities supported by this agreement and the completion dates for all agreement activities.

#### X. OWNERSHIP

JCPR will retain ownership of any equipment purchased necessary to achieve the Measurable Outcomes listed in this agreement.

#### XI. AMENDMENTS TO THIS AGREEMENT

Changes to this Cooperative Agreement or changes to the underlying project due to field conditions must be approved in advance by the Department and JCPR Contacts listed in Section IV of this agreement or their successors.

#### XII. TERMINATION

Either party may terminate this Cooperative 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.

#### XIII. APPLICABLE LAWS AND REGULATIONS/HOLD HARMLESS

JCPR 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 contracting parties will hold the Department hamnless in all claims of damage resulting from the actions of JCPR contractors or volunteers under JCPR supervision. The Department will not be liable in the event that the contracting parties, contractors, or volunteers are involved in any dispute, claim, or itigation arising from implementation of this project.

In Witness Whereof, the parties have executed this agreement.

MISSOURI DEPARTMENT OF CONSERVATION	
By: Bill White, Division Chief Private Land Services	Date: 6/26/18
	Approved as to form only by General Counsel
County Executive  By:  Frank White, Jr.,	Date: 6/28/2018
APPROVED AS TO FORM  County Gounselor	ATTEST:  Mary Donno  Clerk of the County Legislature

#### **EXHIBIT A**

### **Budget**

**Jackson County - Wetland Costs:** 

Item	Grant Funding	In-Kind	Total
12" Rip Rap – 35 tons	\$805.00		\$805.00
Delivery and placement	\$1,500.00	\$960.00	\$2,460.00
Purchase aquatic and woody plants	\$1,632.00		\$1,632.00
Labor for collecting and planting		\$2,160.00	\$2,160.00
Signage	\$2,100.00		\$2,100.00
Backpack sprayer and spray	\$463.00		\$463.00
SUB-TOTAL:	\$6,500.00	\$3,120.00	\$9,620.00

#### Heartland Conservation Alliance – Community Engagement & Education

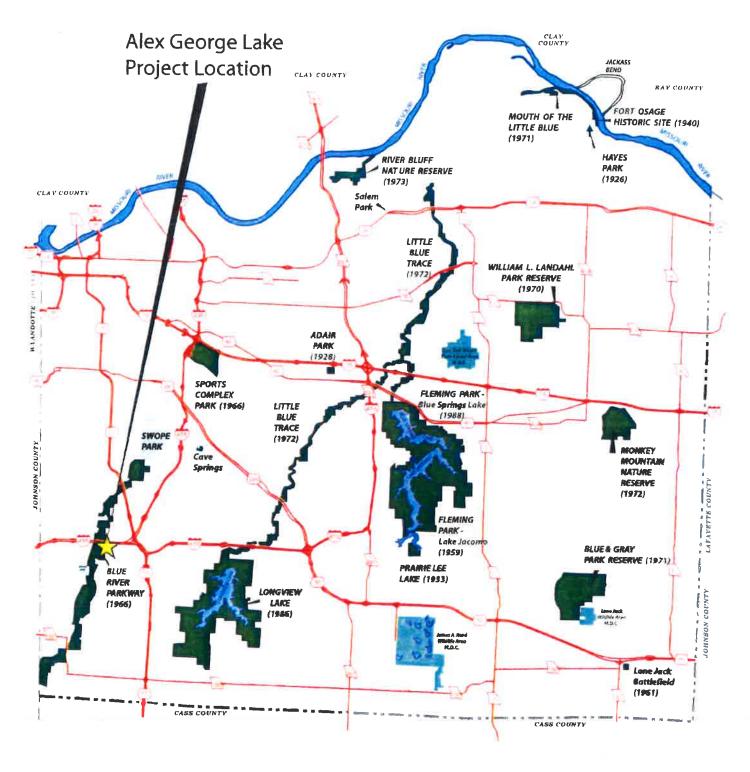
<u> </u>	Grant Funding	In-Kind	Total
Program staff	\$2,500.00		\$2,500.00
Printing	\$200.00		\$200.00
Snacks and refreshments for celebrations:	\$450.00		\$450.00
Restoration supplies	\$350.00		\$350.00
SUB-TOTAL:	\$3,500.00		\$3,500.00

#### Monarchs on the Move: - In-Kind Contribution of \$3,500

Item	Grant Funding	In-Kind	Total
Land preparation: Mowing		\$400.00	\$400.00
Dethatching		\$600.00	\$600.00
Seed		\$600.00	\$600.00
Seeding		\$150.00	\$150.00
Maintenance: Mowing		\$1,750.00	\$1,750.00
SUB-TOTAL:		\$3,500.00	\$3,500.00

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GRAND TOTAL	\$10,000.00	\$6,620.00	\$16,620.00

## **Jackson County Park System**



Jackson County, Missouri

Attachment A