

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 88-14

AN ORDINANCE

authorizing a financial assistance agreement with the Missouri Department of Natural Resources for the planning phase of the "Our Natural Legacy: A Plan for Columbia and Boone County" project; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a financial assistance agreement with the Missouri Department of Natural Resources for the planning phase of the "Our Natural Legacy: A Plan for Columbia and Boone County" project to create an open space/green infrastructure plan for the Columbia/Boone County area. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The sum of \$10,000.00 is hereby appropriated from the Miscellaneous Revenues Account No. 440-0000-480.10-00 C00517 to the Natural Open Space Plan Project Account No. 440-8800-548.49-90 C00517.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Miscellaneous Revenues Account No. 440-0000-480.10-00 C00517 to cover the above appropriation.

Director of Finance

Financial Assistance Agreement for the Planning Phase of the Our Natural Legacy Project

This agreement is between the Missouri Department of Natural Resources (Department) and the City of Columbia (City). This agreement authorizes the transfer of funds to the City to be used for the planning phase of the Our Natural Legacy Project. The City will assist in procuring an appropriate contractor and award funding to initiate the contract for the creation of the planning document. Funding for this agreement is provided by the Department's Water Resources Center for conducting planning studies. The agreement will initiate upon receipt of signatures from representatives of the Department and the City, and will end after the department receives a copy of the planning document.

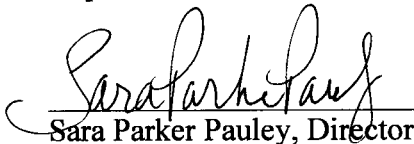
The Department of Natural Resources Agrees to:

- 1) Provide up to \$10,000 in state funds during State fiscal year 2014 to initiate and/or continue a professional services contract.

The City Agrees to:

- 1) Provide assistance in procuring a professional services contractor(s) to complete the planning document necessary to move on to the implementation phase of the Our Natural Legacy Project.
- 2) Account for all expenditures of funds provided by the Missouri Department Resources and maintain those records for a minimum three years.
- 3) Provide to the department copies of the planning document completed by the contractor(s), including photos and drawings in electronic and printed formats. The department may use the planning documents for public information purposes.

Department of Natural Resources

 3/20/14
Sara Parker Pauley, Director Date

City of Columbia

Mike Matthes, City Manager Date

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM

Nancy Thompson, City Counselor

Attachment 1
MISSOURI DEPARTMENT OF NATURAL RESOURCES
General Terms and Conditions

I. Administrative Requirements

These general terms and conditions highlight requirements which are especially pertinent in agreements made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

- A. Method of Payment.** MDNR will provide advance funding of up to \$10,000 in fiscal year 2014. The recipient shall report project expenses to the MDNR along with a copy of the planning document. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing date.
- B. Retention and Custodial Requirements for Records.** The recipient shall retain financial records, supporting documents, and other records pertinent to the recipient for a period of three years starting from the date of submission of the final planning document. Authorized representatives of the MDNR shall have access to any pertinent books, documents, and records of the recipients in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MDNR and/or authorized representatives. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 1-year period, the recipient shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 1-year period, whichever is later.
- C. Financial Management Systems.** The financial management systems of recipient must meet the following standards:

 - 1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the state;
 - 2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to recipient awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
 - 3. **Internal Control.** Effective control and accountability must be maintained for all recipient cash, real and personal property, and other assets. Recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes;
 - 4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each recipient;
 - 5. **Allowable Costs.** Applicable OMB cost principles, federal agency program regulations, and the recipient scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;
 - 6. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records,

contract, and recipient award document. The documentation must be made available by the recipient at the MDNR's request;

7. The recipient shall have procedures in place to minimize the time lapsed between money disbursed by the MDNR and money spent by the recipient.

D. **Reporting of Program Performance.** Recipient shall submit to the MDNR a copy of the planning document as specified by the recipient award. Representatives of the MDNR shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for three years thereafter.

E. **Budget and Scope of Work Revisions.** Recipients are permitted to budget within the approved direct cost budget to meet unanticipated requirements. However, recipient must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, recipients shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds \$100,000.
2. For construction and non-construction projects, recipients shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
4. The recipient has prior written approval per the agreement with the MDNR for contracting out, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
5. Changes to the scope of services described in the recipient must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the award.
6. Extending the award past the original completion date requires approval of the MDNR.

F. **Inventions and Patents.** If any recipient produces subject matter which is or may be patentable in the course of work sponsored by this award, the recipient shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the recipient subgrantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by recipient to the MDNR will be addressed in a separate royalty agreement.

G. **Copyrights.** Except as otherwise provided in the terms and conditions of this award, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this award; however, the MDNR reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.

- H. **Prior Approval for Publications.** The recipient shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by the award funds. The recipient shall not print or distribute any publication until receiving written approval by the grant manager.
- I. **Mandatory Disclosures.** Recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- J. **Procurement Standards.** Recipient shall use its own procurement procedures provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
1. No work or services, paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR. See E.4.
 2. Recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved workplan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- K. **Audit Requirements.** The MDNR has the right to conduct audits of recipients at any time. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- L. **Conflicts of Interest.** No party to this award, nor any officer, agent, or employee of either party to this award, shall participate in any decision related to such award which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.

The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

M. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this award must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the award period. Therefore, the recipient award shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the award, the recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the award.

N. **Eligibility, Debarment and Suspension.** By applying for this award, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application. If compliance issues exist, recipient shall disclose to

the MDNR all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri. The MDNR will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Recipient shall complete a Debarment/Suspension form when required by the MDNR. Furthermore, recipient is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.

O. Restrictions on Lobbying. No portion of this award may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of a grant; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

P. Disputes. Recipient and the MDNR should attempt to resolve disagreements concerning the administration or performance of the awards. If an agreement cannot be reached, the MDNR program director will provide a written decision. Such decision of the program director shall be final unless a request for review is submitted to the division director within ten (10) business days after the program director's decision. Such request shall include: (1) a copy of the program director's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the division director shall constitute final MDNR action.

Q. Termination

1. **Termination for Cause.** The MDNR may terminate any award, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the agreement. The MDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of grant funds if the recipient violates any term or condition of this award.
2. **Termination for Convenience.** Both the MDNR and recipient may terminate the award, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. This agreement is not transferable to any person or entity.

R. Enforcement; Remedies for Noncompliance. If a recipient falsifies any award document or materially fails to comply with any term of a grant or award, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current award or grant;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order recipient not to transfer ownership of assets purchased with award money without prior MDNR approval; or

6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

S. **Recipient's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the award.

II. Statutory Requirements

Recipients must comply with all federal state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the award. For a copy of state and federal laws that typically apply to grants from the MDNR, contact the MDNR grants manager.

Any recipient, in connection with its application for financial assistance, shall include a certification that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this award or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

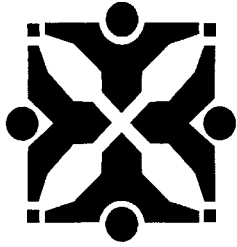
1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.'
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.



Source: Parks and Recreation

Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date: Apr 7, 2014

Re: Agreement with DNR to provide funds for Our Natural Legacy Plan

EXECUTIVE SUMMARY:

Parks and Recreation staff is requesting authorization to enter into an agreement with the Missouri Department of Natural Resources to receive \$10,000 to assist with the financial burden of procuring a contractor to create a planning document for the "Our Natural Legacy: A Plan for Columbia and Boone County."

DISCUSSION:

In 2012, at the request of community members in and around the City of Columbia, a multi-stakeholder partnership focused on creating an innovative open space/green infrastructure plan for the Columbia/Boone County area. The concept is modeled after similar planning activities in Nashville, Tennessee. Partners include the Missouri Department of Conservation, Greenbelt Land Trust of Mid-Missouri, Boone County, and the City of Columbia. On October 15, 2012, Council approved an agreement with Greenbelt Land Trust to provide \$40,000 of the estimated \$100,000 to finalize the planning portion of this project. An additional \$10,000 is needed to fully fund the planning phase and this agreement with the Missouri Department of Natural Resources will provide the remaining balance.

It is anticipated that the final plan will be presented to Council during a future work session sometime in June, 2014.

FISCAL IMPACT:

No impact.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

12.3 Goal: An extensive network of greenways will play a significant role in providing transportation options, protecting wildlife corridors, watersheds and floodplains, and increasing public access to natural open spaces.

12.3.1 Strategy: Use easements and development rights to promote the preservation of green space and the development of greenways.

12.3.2 Strategy: Acquire green space and expand greenways through regular financing and acquisitions.

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the City Manager to sign the agreement with the Missouri Department of Natural Resources.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$40,000.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$10,000.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.3
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	12.3.1
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	12.32