

Introduced by _____ Council Bill No. R 163-10

A RESOLUTION

authorizing an agreement with Missouri River Communities Network for development and implementation of the Missouri Clean Water AmeriCorps Program.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Missouri River Communities Network for development and implementation of the Missouri Clean Water AmeriCorps Program. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2010.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

MEMORANDUM OF AGREEMENT

**Between City of Columbia, Missouri And The Missouri River Communities
Network For Development And Implementation Of
The Missouri Clean Water AmeriCorps Program**

This Memorandum of Agreement is made and entered into between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”), and Missouri River Communities Network, a not-for-profit corporation incorporated in the State of Missouri (hereinafter “MRCN”), to implement elements of the Missouri Clean Water AmeriCorps Program.

I. INTRODUCTION AND PURPOSE

MRCN, a not-for-profit corporation organized pursuant to the laws of Missouri, with offices at 200 Old 63 South, Columbia, Missouri, 65201-6081 whose registered agent at that address is Steve Johnson, and City have mutual interests in promoting and enhancing clean water activities and watershed conservation in the Columbia, Missouri region. In furtherance of the parties’ mutual interest in watershed conservation in Missouri, the parties hereto have executed this Agreement and are subject to the terms and conditions within it, for the benefit of Missouri’s watershed resources.

II. SCOPE OF THE AGREEMENT

A. City agrees to:

1. Provide financial consideration to MRCN in the amount of \$8,000, to be paid upon the signing of this Agreement, (or in periodic payments arranged with the MRCN Missouri Clean Water AmeriCorps Program Director). To the greatest extent possible this consideration should be from “non-federal funds” so they can be used by MRCN as “non-federal match” for our grant requirements with the Missouri Community Service Commission.
2. Create a Job Description that outlines the duties, responsibilities and activities that the AmeriCorps Member will be expected to complete over the one-year service period, and provide that document to the AmeriCorps Member and to the Missouri Clean Water AmeriCorps Project Program Director.
3. In the event that an AmeriCorps Member ends their service before the end of their 12 month service period, then the amount of the payment provided to MRCN will be calculated in the following manner:
 - If the AmeriCorps Member is trained during the regular week of AmeriCorps Training, then the payment to MRCN will be a minimum of \$1,000 for fulltime and \$500 for halftime members (the cost of recruitment, initial training and travel, service gear, and administrative start-up services);
 - The balance of funds above this minimum payment listed above will be calculated by taking the remainder of the payment (\$7,000 for fulltime and \$3,750 for halftime) and multiplying that amount by the proportional # of hours that have been worked by the AmeriCorps Member relative to the entire number of hours required to receive their Education Award. So if a fulltime Member has served 850 hours of their service and decide to quit, then the City would only be responsible for a payment of \$3,500 [850 hrs served/1,700 hrs (required for a fulltime member) = 50%; 50% x \$7,000 = \$3,500] If the agency had already written a check to MRCN for \$8,000, MRCN would refund \$3,500 to the agency.

If the member who is resigning has completed less than 30% of their total required hours, then the organization can hire a second AmeriCorps Member to fulfill the requirements of the program. But, the new Member coming in still has to complete the full number of required hours but they have to do that service with only the “living allowance” that is left in the unspent funds left from that position, (\$11,800 – whatever has been spent already).

4. Recruit and assist with training an AmeriCorps member to provide Missouri Watershed Outreach and Education services in the local community area.
5. Provide office space, use of a computer, connection to the internet, supervision, clerical and technical support, telephone expenses, and supplies for the AmeriCorps member.
6. Perform an evaluation of the AmeriCorps Member’s performance of the service hours they have performed with the local non-profit organization after six months and at the end of the member’s service hours. These evaluations will be shared with the Missouri Clean Water AmeriCorps Program Coordinator and the Project Director.
7. When the AmeriCorps Member is traveling to activities directed by the City, then those travel expenses will be paid for by the City. The only travel expenses paid for by MRCN are expenses for travel related to AmeriCorps required activities, (AmeriCorps training, quarterly AmeriCorps staff meetings, statewide AmeriCorps conferences, etc.). No funding has been provided for Missouri Stream Team related travel for the 2010-2011 program year.
8. Monitor the AmeriCorps Member’s service hours, go online and approve the Member’s monthly timesheet (which accurately reflects the member’s service hours performed). MRCN will provide the Site Sponsor Supervisor with instructions of how to log on to the OnCorps website and the procedure for approving the AmeriCorps Member’s timesheet.
9. Publish a story in the City’s Parks and Recreation Department newsletter about the Clean Water AmeriCorps Program, what activities the AmeriCorps Member is working on for the City, and information about Missouri River Communities Network as the sponsoring organization for the statewide program.

B. MRCN agrees to:

1. Devote one AmeriCorps member to provide Water Quality Outreach and Education services in the Region through City;
2. Complete all reports and accounting required by the Missouri Community Service Commission (Missouri AmeriCorps Program) for the AmeriCorps member associated with City;
3. Provide travel, lodging and food expenses for the AmeriCorps Member when they attend MRCN/AmeriCorps training events as requested by MRCN administrative staff in Columbia;
4. Assist with training the City AmeriCorps Member by including him/her/them in the training provided to other Missouri Clean Water AmeriCorps members.
5. Ensure that City AmeriCorps member participates in all required statewide AmeriCorps events.
6. Deposit all funds received from City under this agreement into a bank account reserved for MRCN business.

C. City and MRCN mutually agree:

1. That the funds are given after this agreement has been signed and the members have been recruited and in place.

2. To meet periodically and communicate regarding goals, objectives and performance measures.
3. The AmeriCorps Members will devote approximately 15% of their service hours to MRCN/AmeriCorps required activities, and about 85% of their hours to water quality activities sponsored by City.
4. Insure that the AmeriCorps Member does not engage in Prohibited Activities described below:
 - At no time during Member Service Hours, may the Member:
 1. Engage in any activity that is illegal under local, state or federal law.
 2. Engage in activities that pose a significant safety risk to others.
 3. Engage in any AmeriCorps prohibited activities that include:
 - attempting to influence legislation or an election;
 - assisting, promoting, or deterring union organizing;
 - engaging in religious instruction;
 - conducting worship services;
 - engaging in any form of religious proselytization (to try to convert somebody to a religious faith or political doctrine);
 - organizing or engaging in protests, petitions, boycotts, or strikes;
 - impairing existing contracts for services or collective bargaining agreements;
 - participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;
 - or providing a direct benefit to a for-profit entity, a labor union, a partisan political organization;
 - engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - voter registration drives.
5. During hours when they are performing service hours as AmeriCorps Members, the City AmeriCorps Member must wear clothing (or an identification badge, button, lapel pin, etc. provided by MRCN) which has the AmeriCorps logo prominently displayed and identifies them as an AmeriCorps Member. This includes all activities sponsored by the City as well as MRCN/AmeriCorps training hours.
6. In any written material, brochures, flyers, press releases or posters produced by the AmeriCorps Member (or for activities in which the AmeriCorps Members are providing assistance), Missouri River Communities Network will be listed as a funding partner. In addition, the written material shall contain the national AmeriCorps logo, with the following statement, "This material is based upon work supported by the Corporation for National Service under AmeriCorps Grant No. 06AFHMO0010005. Opinions or points of view expressed in this document do not necessarily reflect the official position of the Corporation or the AmeriCorps Program". If the written material contains logos of partners, then the logo of MRCN should also be included in the material.
7. MRCN, City and the staff of the Missouri Community Service Commission may have access to the AmeriCorps Members and any material produced as a part of this project.

III. EXECUTION, MODIFICATION, AND DURATION OF AGREEMENT.

This agreement shall become effective when executed by the parties hereto and will be in force for one year. However, either party, upon 30 days written notice, may terminate this agreement at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the last written date below.

CITY OF COLUMBIA, MISSOURI

By: _____
H. William Watkins, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, 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. 110-5222-541-49.90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

Lori B. Fleming, Director of Finance

MISSOURI RIVER COMMUNITIES NETWORK

By: _____
Steve Johnson, Executive Director

Date: _____

Source:
Mike Hood 

FISCAL and VISION NOTES:

Agenda Item No. _____

TO: City Council
FROM: Mike Hood
DATE: August 5, 2010
RE: Agreement with Missouri River Communities Network to implement elements of the Missouri Clean Water AmeriCorps Program.

City Fiscal Impact Enter all that apply:	
\$8000	City's current net FY cost.
\$0	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$8,000	Estimated 2 yr net costs:
\$0	One-time
	Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: Refer to Website:	
Y	Vision Impact? (Y/N or if N, go no further)
12.3 12.3.1	Primary Vision, Strategy and/or Goal Item#
9.1	Secondary Vision, Strategy and/or Goal Item#
21	FY10/FY11 Implementation Task#

EXECUTIVE SUMMARY:

The Columbia Parks and Recreation Department is requesting a resolution that authorizes the City Manager to sign an agreement with the Missouri River Communities Network (MRCN) regarding a joint sponsorship of a full-time AmeriCorp member to work for the Columbia Parks and Recreation Department.

This member/employee will assist with current and new projects that support and enhance clean water programs, including but not limited to Columbia Aquatic Restoration Program, TreeKeepers, and raingardens. The AmeriCorp member will work 40 hours per week for the 12 month period with the exception of a few hours spent training with the Missouri River Communities Network. A cooperative agreement was outlined by both parties and stipulates that the City shall contribute \$8,000 with MRCN providing the balance of funding. City funding comes from the department's operating budget, specifically the miscellaneous contractual services portion.

DISCUSSION:

The Columbia Parks and Recreation Department is requesting a resolution that authorizes an agreement with the Missouri River Communities Network (MRCN) that will provide the department with a full-time AmeriCorp member for a 12 month period beginning September 1, 2010 and ending August 31, 2011.

The AmeriCorp member will work for the Columbia Parks and Recreation Department, specifically in the Park Natural Resource program. This person will assist with current and new projects that support and enhance clean water programs, including but not limited to Columbia Aquatic Restoration Program, TreeKeepers, and raingardens. With 21 new raingardens being added over the next 12 month period, the Department is planning on using this person to develop maintenance and management programs and develop a core group of volunteers. The employee will work 40 hours per week for the 12 month period with the exception that 15% of their time will be spent on Missouri River

Communities Network/AmeriCorp related activities. A cooperative agreement was outlined by both parties and stipulates that the City shall contribute \$8,000 with MRCN providing the balance of funding. Funding comes from the Department's operating budget, specifically the miscellaneous contractual services portion.

A copy of the proposed agreement is attached for Council review. Key points included in the agreement are:

1. City to provide financial contribution to MRCN in the amount of \$8,000.
2. Each agency will recruit and assist with training an AmeriCorp member to provide Missouri Watershed Outreach and Education services in the local community area.
3. The AmeriCorp Member will devote approximately 15% of their service hours to MRCN/AmeriCorp required activities, and 85% of their hours to water quality activities sponsored by the Columbia Department of Parks and Recreation.
4. MRCN will provide travel, lodging and food expenses for the AmeriCorp Member when they attend MRCN/AmeriCorp training events as requested by MRCN administrative staff in Columbia.
5. City will recognize MRCN/AmeriCorp in any written material, brochures, flyers, press releases or posters produced or for activities in which the AmeriCorp Member is providing assistance.
6. Both parties agree that at the end of agreement a formal assessment of the program and its benefits will be conducted.

FISCAL IMPACT:

The City's match for the program is \$8,000 and will come out of the FY-10 operating budget. The department has curtailed some of the contractual services (tree removal, stump removal, tree pulling, equipment operation/rental, etc) in order to fund this program.

VISION IMPACT:

The programs/activities developed with the additional AmeriCorp member will address the following Visioning statements and strategies:

12.3: 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.

9.1 Goal: Columbia and its neighboring communities will be a place where the air, water, land, and natural aesthetic qualities of our environment shall be protected by a combination of conservation strategies including, but not limited to, regulations and ordinances, conservation incentives, education programs, and smart growth planning.

SUGGESTED COUNCIL ACTIONS:

Approve the resolution authorizing the City Manager to enter into the attached agreement with Missouri River Communities Network.