

AN ORDINANCE OF THE COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE MISSOURI DEPARTMENT OF CONSERVATION REGARDING THE TREE RESOURCE IMPROVEMENT AND MAINTENANCE COST SHARE GRANT PROGRAM.

Whereas, many Missouri cities and towns face unusually big challenges when it comes to keeping their trees alive and thriving when fighting tree disease; and

Whereas, Missouri Department of Conservation's TRIM (Tree Resource Improvement and Maintenance Cost Share Grant) can provide educational programs and assistance with removal and replacement of diseased trees with this program.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, as follows:

SECTION 1. The Mayor of the City of Richmond Heights, Missouri is hereby authorized and directed to sign, on behalf of the City, a Cooperative Agreement with the Missouri Department of Conservation through their TRIM (Tree Resource Improvement and Maintenance Cost Share Grant Program).

SECTION 2. The Clerk of the City of Richmond Heights is hereby authorized and directed to attest said agreement and to affix the Official Seal of the City thereto.

SECTION 3. The Agreement authorized for execution and attestation shall be in substantially the form and contain the words and figures as per Exhibit "A" which is attached hereto and made a part of this Resolution as if fully set out herein.

SECTION 4. This Ordinance shall be in force and effect on the 31st day from and after its date of passage.

PASSED and SIGNED this 19th day of October, 2009.

JAMES J. BECK
MAYOR

ATTEST:

PATRICIA S. VILLMER
DEPUTY CITY CLERK

APPROVED AS TO FORM:

KENNETH J. HEINZ
CITY ATTORNEY

First reading: October 5, 2009
Second reading: October 19, 2009

**COOPERATIVE AGREEMENT
BETWEEN
THE MISSOURI DEPARTMENT OF CONSERVATION
(Hereinafter referred to as Department)
AND
CITY OF RICHMOND HEIGHTS
(Hereinafter referred to as Cooperator)**

NAME OF PROJECT: Tree Resource Improvement and Maintenance (*TRIM*) – Grant

Project Number: 10.038
Project Description: Removal, Education, Planting

PARTIES AND CONTACTS:

Tim Brunsman
City of Richmond Heights
8001 Dale Ave.
Richmond Heights, MO 63117
314-655-3656

Mark Grueber, Urban Forester
Missouri Department of Conservation
2360 Hwy. D.
St. Charles, MO 63304
636-441-4554

AGREEMENT DURATION

The period of this agreement is September 1, 2009 through June 1, 2010.

MEASURABLE OUTCOMES

1. Complete the approved *TRIM* project anytime between signature of this Agreement and May 1, 2010. Said project shall be completed as described and specified in the application submitted for consideration of cost-share funding. The application is attached and incorporated herein.
2. Costs incurred before this agreement are ineligible for reimbursement.
3. All tree pruning must conform to the most current version of the American National Standards Institute *A300 Standards for Woody Plant Maintenance*. Failure to do so may result in payment being withheld.
4. The Department shall be given appropriate credit in all publications, educational materials and in all media contacts related to this project. The statement "A portion of the funding for this project was made available through the Missouri Department of Conservation's Tree Resource Improvement and Maintenance (*TRIM*) program" is suggested.

REPORTING REQUIREMENTS:

1. The Cooperator shall contact the local forester noted above under **PARTIES AND CONTACTS** if any changes in the project arise. The local forester or their representative must approve all changes prior to implementation. Failure to do so may result in denial of payment of your *TRIM* project.
2. The Cooperator shall notify in writing the local forester by May 1, 2010 that all work has been completed and request an inspection of the project.
3. Should an extension beyond the May 1, 2010 deadline be desired to complete the project, the Cooperator shall submit a request in writing outlining the extenuating circumstances necessitating such a variance. This written request must be received a minimum of two weeks prior to the May 1, 2010 deadline. Such requests must be sent to the Department's Forestry Field Program Supervisor-Community Forestry Coordinator at P.O. Box 180 Jefferson City, Missouri 65102. Extensions can only be granted by the Community Forestry Coordinator and are granted at her discretion. Requests made by email are not acceptable.
4. The Cooperator shall provide documentation of all costs associated with the approved project before payment will be made. This includes copies of all dated invoices for project costs, paid receipts, and a description with documentation of all donations, volunteer assistance, and in-kind costs.
5. The Cooperator shall provide documentation that all activities identified in the application's Publicity Plan are completed.
6. If for any reason, the Cooperator can not complete the *TRIM* project during the time specified herein, immediate written notification to the Department is required. Providing timely notification will also ensure that no penalties will result for future project applications.

MONITORING REQUIREMENTS

1. The Department's forester or their representative shall monitor each project. Such monitoring shall include but not be limited to on-site visits, ongoing informal monitoring through phone calls and email, and desk review of financial information, progress, and performance reports. The Department shall conduct an onsite inspection of each project upon completion to assure compliance with program guidelines.
2. After project inspection and certification that the work fully meets the project specifications, the Department shall process payment. If the inspecting forester finds the project does not meet specifications, payment will not be issued until specifications are met.
3. The Cooperator shall allow the Department access to all financial records and /or audited financial statements related to this agreement..

REQUIRED PROVISIONS

The Cooperator, City of Richmond Heights, agrees to defend, indemnify and hold harmless from claim or suit the Department, the State of Missouri and its employees and agents from any claim or suit brought by any third party in connection with the activities to be performed or improvements to be installed under this agreement.

PAYMENT PROCESS:

Payment to the Cooperator will be the applicable percentage as noted on the *TRIM Cost Share Request Form* of the actual costs required to complete the *TRIM* project, but will not exceed the lesser of **\$9,232** or the total of the reimbursable costs required to complete the project. The remainder of cost is the responsibility of the Cooperator. All funds from the Department must be deposited in a timely manner.

OWNERSHIP

Any equipment purchased with funds under this agreement with a value greater than \$100.00 remains the property of the Department. The Department will make determination as to disposition of any property, equipment and unused supplies. The Cooperator shall provide to the Department a periodic inventory of all equipment with a value greater than \$100.00 purchased with funds from this contract.

APPROVED AND ACCEPTED

MISSOURI DEPARTMENT OF CONSERVATION

BY: *Jessie B Allen*

DATE: 09-01-09

TITLE: STATE FORESTER

CITY OF RICHMOND HEIGHTS

BY: _____

DATE: _____

TITLE: _____

FEDERAL IDENTIFICATION NUMBER _____