

**COOPERATIVE AGREEMENT NO.
BY AND BETWEEN
THE MISSOURI DEPARTMENT OF CONSERVATION
(DEPARTMENT)
AND
KANSAS CITY OFFICE OF ENVIRONMENTAL QUALITY
(OEQ)**

NAME OF PROJECT: Residential Native Plant Consultation and Giveaway

A. PURPOSE

This agreement is entered into between the Missouri Department of Conservation (hereinafter referred to as the Department) and City of Kansas City, Missouri Office of Environmental Quality (hereinafter referred to as OEQ). The purpose of this partnership is to increase the Department's capacity to deliver and install Missouri native plants into the Kansas City landscape. Connecting people to nature by creating interest and value in Missouri citizens in planting native plants and converting their turf grass lawns to include more native plants. Within the City Nuisance Code, the city can enforce the maintenance of citizen's yards to be in compliance with the code. Thus, the City has authority to mandate that citizens maintain their native landscape installations at a level that is compliant with the code. This agreement will provide both landscape consultation services and starter native plants to residents directly benefiting those citizens that participate in the program, with an emphasis on Tier 1 communities helping to promote biodiversity, manage stormwater runoff, mitigate the heat island effect, and maintain healthy ecosystems. All citizens in the Kansas City region would benefit from more native plants throughout the metro area.

B. PARTNER DELIVERABLES

OEQ agrees to:

1. Contract with a local organization with expertise in native plant landscaping to provide landscape consultation services to approximately 300 residents. This will include:
 - two (2) staff plant ID trainings: one (1) in person and one (1) video training as a part of the city staff onboarding process
 - four (4) public trainings: three (3) in person and one (1) video training to display on the city webpage providing access for the public who do not attend in-person trainings.
2. Ensure the contractor is promoting the program and generating interest by attending local events.
3. OEQ will partner with a local nursery to purchase approximately 1,500 plants to offer to those that seek a consultation in order to get them started on their native plant journey.

C. DEPARTMENT DELIVERABLES

MDC agrees to:

1. Provide (OEQ) with MDC publications and promotional materials.

D. PARTIES AND CONTACTS

City of Kansas City, MO Office of Environmental Quality

Contact Name: Stephanie Dresen

Title: Natural Systems Coordinator

Phone: (816) 513-3403

Email: stephanie.dresen@kcmo.org

Missouri Department of Conservation

Contact Name: Chris Cain

Title: Urban Wildlife Biologist

Phone: (816) 759-7305

Email: christopher.cain@mdc.mo.gov

E. AGREEMENT PERIOD

This Agreement shall be in effect from 07/01/2025 to 6/30/2026.

This Agreement may be renewed for up to 2 one-year renewals contingent upon mutual agreement and available funding.

F. FUNDING

It is further agreed that the Department will provide funds in a fixed sum of \$49,000. See Attachment A – Budget. Account LCC000/WPI 322

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

G. INVOICING AND PAYMENT

Upon final execution of this Agreement, the OEQ shall submit an invoice with a unique invoice number to the Department for payment in the amount of \$49,000. Payment will be made within thirty (30) days of receipt.

Invoices are to be sent to the following people within the Department:

Upon final execution of this agreement, the OEQ shall electronically submit an invoice with a unique invoice number to the Department Contact for payment in the amount of \$49,000. Payment will be made within thirty (30) days of receipt.

Invoices are to be sent to the following people within the Department:

Kim Bax

573-522-4115, ext.3237

Kimberly.Bax@mdc.mo.gov

OEQ may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal located at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

H. APPROPRIATION

Funds must be appropriated for each fiscal year and the grant/agreement shall not be binding upon the Department for any period in which funds have not been appropriated or approved by the Conservation Commission.

I. REPORTING REQUIREMENTS

The below-referenced reports shall contain mutually agreed-to information, in addition to documentation of project expenses. Expense documentation must include copies of original receipts.

OEQ shall submit electronic reports to the Department on or before January 1, 2026, and July 1, 2026, outlining a detailed list of accomplishments for each Deliverable listed in Section B. The report shall also include the number of individuals receiving plants and lawns that were assisted via this project annually, as well as volunteer hours, project expenses, and, if applicable, other resources committed as match to this agreement. The reports shall include the status of the activities supported by this agreement and the completion dates for all agreement activities.

In addition to the above reporting requirements, OEQ will also enter year-end accomplishments into the MDC Agreement Reporting website at: [MDC Agreement Reporting \(arcgis.com\)](https://arcgis.com)

J. OWNERSHIP

OEQ will retain ownership of all goods paid for under this Agreement.

K. MONITORING REQUIREMENTS

Chris Cain Urban Wildlife Biologist will be responsible for monitoring the Agreement. City of Kansas City, MO Office of Environmental Quality agrees to allow Department access to financial records and/or audit financial statements related to this Agreement.

L. TERMINATION

The Department retains the right to terminate this Agreement at any time, without penalty or recourse, by giving written notice at least thirty (30) days prior to the effective date of the termination. Kansas City, MO Office of Environmental Quality (OEQ) shall be entitled to retain funds for activities or services delivered under this Agreement prior to the effective date of the termination. Any unexpended funds must be returned to the Department within thirty (30) days of the effective date of the termination.

M. APPLICABLE TO NON-PROFITS: APPLICABLE LAWS AND REGULATIONS, HOLD HARMLESS AND INDEMNITY

Kansas City, MO Office of Environmental Quality (OEQ) 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. Kansas City, MO Office of Environmental Quality (OEQ) agrees to assume all risks associated with the activities performed under this Agreement. Partner agrees to hold harmless, defend, and indemnify the Department, the Conservation Commission, and its agents and employees, from any claim or suit arising out of, in connection with, this Agreement and the activities performed under this Agreement.

N. AMENDMENTS TO THIS AGREEMENT

Amendments to this Agreement must be mutually agreed upon and in writing by the Parties.

APPROVAL:**MISSOURI DEPARTMENT OF CONSERVATION**

Jason Jensen, Branch Chief
Community & Private Land Conservation

(Date)

APPROVED AS TO FORM

Digitally signed by S. Kyle
Atkinson
Date: 2025.07.10 08:52:13 -05'00'

Kyle Atkinson, General Counsel

CITY OF KANSAS CITY, MO OFFICE OF ENVIRONMENTAL QUALITY

Mario Vasquez



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(Name)

City Manager

(Title)

(Date)

Kansas City Office of Environmental Quality

Budget

- Contractor Native Landscape Consultation Fees:
300 yards at \$75/lawn = \$22,500 using an estimate from Deep Roots KC Nature Advisors Consultation Service
- Native Plants for Giveaway to Program Participants:
500 plants at \$7.00/plant + 500 plants at \$6.00/plant + 500 plants at \$3.50/plant = \$8,250 for five plants per program participant using a variety of prices from City Roots Nursery's online store
- Six (6) Contractor Trainings at \$2,700 each along with Videos on Missouri Native Plant Education for City Staff and the public: \$16,200
- Program promotion materials \$25/hr * 82 hours = \$2,050