

A RESOLUTION AUTHORIZING THE CITY OF CHESTERFIELD TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE BIG MUDDY NATIONAL FISH AND WILDLIFE REFUGE U.S. FISH AND WILDLIFE SERVICE, DEPARTMENT OF THE INTERIOR

WHEREAS, the City owns property in Chesterfield Valley adjacent to the Big Muddy National Fish & Wildlife Refuge; and

WHEREAS, the City's property was developed as a wetland mitigation area with conservation covenants; and

WHEREAS, the City and the U.S. Fish & Wildlife Service propose to develop nature trails and observation areas on both tracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:

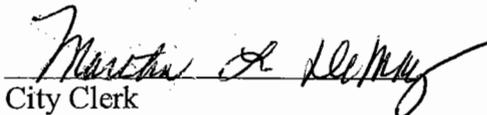
The City Council hereby authorizes the City Administrator to sign and execute the Memorandum of Agreement with the Big Muddy National Fish & Wildlife Refuge U.S. Fish & Wildlife Service, Department of the Interior, a copy of which is hereby attached hereto and incorporated herein by reference.

This resolution shall be in full force and effect from and after its passage and approval.

Passed and approved this 17th day of April, 2006.

By: 
Mayor

ATTEST:


City Clerk

MEMORANDUM OF AGREEMENT (MOA)
33590-6-K001
BETWEEN THE
BIG MUDDY NATIONAL FISH & WILDLIFE REFUGE
U.S. FISH AND WILDLIFE SERVICE,
DEPARTMENT OF THE INTERIOR
AND
DEPARTMENT OF PARKS, RECREATION, AND ARTS
CITY OF CHESTERFIELD, MISSOURI

I. AUTHORITY AND PURPOSE: This MOA between the U.S. Department of the Interior, Fish and Wildlife Service (Service) and the City of Chesterfield Department of Parks, Recreation, and Arts (City), is entered under the authority of the Fish and Wildlife Improvement Act of 1978 (16 U.S.C. 742f(d)(2)).

The Service manages the federally-owned Boone's Crossing Unit of the Big Muddy National Fish and Wildlife Refuge which lies adjacent to property owned and managed by the City. This agreement outlines cooperation between the Service and the City to build and maintain a mulch-tread, interpretive trail that traverses both properties. City employees and equipment may work and operate on the trail on Service lands, and Service employees and equipment may work and operate on the trail on City lands.

II. DESCRIPTION OF WORK:

A. THE SERVICE intends to:

1. Provide and prepare an existing roadway for trail improvements and maintenance on the Boone's Crossing Unit.
2. Recruit volunteers to assist with construction and maintenance of the trail.
3. Provide equipment and staff as available to construct and maintain the trail.

B. THE CITY intends to:

1. Provide and prepare an existing roadway for trail improvements and maintenance on City-owned property adjacent to Boone's Crossing Unit.
2. Provide bulk wood mulch that can be applied to the trail surface.
3. Provide equipment and staff as available to construct and maintain the trail.

III. PERIOD OF PERFORMANCE: The period of this Agreement is from the date of

signature of the Service Representative through September 30, 2009.

IV. PROJECT OFFICERS:

A. Project Officer for the U.S. Fish and Wildlife Service:

Thomas G. Bell
Refuge Manager
Big Muddy National Fish & Wildlife Refuge
US Fish & Wildlife Service
4200 New Haven Road
Columbia, MO 65201
573-441-2786

B. Project Officer for the City of Chesterfield:

Darren Dunkle
Superintendent
Dept. of Parks, Recreation, and Arts
City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, MO 63017-0760
636-537-4775

V. MODIFICATIONS: Either party hereto may propose modifications or renewals at anytime during the period of this MOA's existence. A modification shall only become effective upon the written approval of both parties.

VI. TERMINATION: Either party may terminate this agreement following at least 60 days' written notification to the other party of an intent to withdraw from the MOA. In such a circumstance, all parties hereto shall in good faith negotiate the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

VII. GENERAL PROVISIONS:

A. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable law (as specified below), the City will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this Agreement. The liability of the Federal Government will be

governed by the Federal Tort Claims Act (28 U.S.C. 2761 et seq.) The liability of the City will be governed by applicable State and federal laws.

In witness whereof, the following authorized officials of the parties hereto have executed this MOA as of the date(s) set forth below. This MOA shall continue in effect until September 30, 2009.

U.S. FISH AND WILDLIFE SERVICE

CITY OF CHESTERFIELD

Signature

Signature

Thomas G. Bell
Typed or Printed Name

Typed or Printed Name

Refuge Manager
Typed or Printed Title

Typed or Printed Title

Date

Date