

**AGREEMENT
BETWEEN THE
CITY OF COLUMBIA, MISSOURI,
AND
PEDNET COALITION, INC.**

THIS AGREEMENT ("Agreement") between the City of Columbia, Missouri ("CITY"), and **PEDNET COALITION, INC.** doing business as Local Motion ("Local Motion"), is entered into on the date of the last signatory noted below ("Effective Date"). CITY and Local Motion are each individually referred herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Local Motion desires to provide financial support to the City of Columbia to support one salaried, full time community engagement staff position for a period of two years.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. TERM. Unless sooner terminated as set forth herein, this Agreement shall commence on the Effective Date and shall continue until the date that is two (2) years following the Effective Date.
2. CITY'S RESPONSIBILITY. City shall create a new, 1.0 FTE engagement coordinator position to expand the City's current community engagement staffing levels. The draft position description is attached as Exhibit A.
3. LOCAL MOTION'S RESPONSIBILITIES.
 - a. Local Motion shall provide funding to the City of Columbia in the total amount of eighty-two thousand five hundred dollars (\$82,500.00).
 - b. The first payment of fifty-five thousand dollars (\$55,000.00) will be paid as a single payment to the City of Columbia, within thirty (30) days of the Effective Date.
 - c. The second payment of twenty-seven thousand five hundred dollars (\$27,500.00) will be paid as a single payment to the City of Columbia no later than one year after the Effective Date.
4. MUTUALLY AGREED TO OBJECTIVES. During the Term, the Parties agree to work towards accomplishing the identified mutually agreed to objectives in Exhibit B.
5. TERMINATION. Either Party may terminate this Agreement without cause, upon thirty (30) days written notice to the other Party.
6. NO ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

7. NO THIRD-PARTY BENEFICIARY. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under the Agreement.
8. AMENDMENT. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
9. GOVERNING LAW AND VENUE. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
10. GENERAL LAWS. The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
11. NO WAIVER OF IMMUNITIES. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
12. AUTHORITY. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.
13. NOTICES. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Columbia, Missouri
City Manager's Office
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Sydney Olsen

If to Local Motion:

Local Motion
c/o PEDNET COALITION, INC.
201 W Broadway, Building 2, Suite A
Columbia, MO 65203-3842
ATTN: Lawrence Simonson

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

14. ELECTRONIC SIGNATURE. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted

signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

15. NATURE OF CITY'S OBLIGATIONS. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

16. CONTRACT DOCUMENTS. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Draft Position Description
B	Mutually Agreed to Objectives

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

17. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the Parties relative to the funding. All previous or contemporaneous agreements, representations, promises and conditions relating to the funding herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties through their duly authorize representatives have executed this Agreement effective as of the date of the last party to execute the same.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

**PEDNET COALITION, INC. doing business as
Local Motion**

By: _____


Name: Lawrence Simonson

Title: CEO

Date: 09-05-2023

ATTEST:

By: _____

Name/Title: _____

**JOB DESCRIPTION**

Job Title	Engagement Coordinator
Job Code	TBD
Job Group	Professional
Department	City Manager's Office
Division	Public Communications and Engagement
Reports To	Public Communications and Engagement Manager
Positions Supervised	None
FLSA Status	Non-Exempt
EEO Class	2 – Professionals
Approved	

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees may be required to follow other job-related instructions and to perform other job-related duties as requested, subject to all applicable state and federal laws. Certain job functions described herein may be subject to possible modification in accordance with applicable state and federal laws.

Summary

Develop and execute strategies that promote and enhance engagement between the City and its community members, organizations, and other stakeholders. Develop and implement robust internal and external communication and engagement strategies to enhance citywide engagement efforts.

Essential Job Functions

- Develop and implement engagement strategies that promote engagement among community members and stakeholders.
- Manage wide variety of communication channels to ensure stakeholders are informed and engaged. Create content for communications and engagement efforts.
- Assist internal partners to develop public engagement plans for projects, set the approach to engagement for citywide projects, and approve engagement plans.
- Manage and train volunteers to ensure they are knowledgeable about the city's strategic priorities and can effectively engage with stakeholders.
- Plan, coordinate and facilitate regular community meetings and other interested parties' meetings to network and foster relationship building and collaboration among various groups.
- Gather input and collect community data through surveys, focus groups and neighborhood meetings. Track and analyze engagement metrics such as participation rates and feedback to identify areas for improvement.
- Identify and engage with community and neighborhood leaders to co-create solutions to barriers to community engagement and foster trust.
- Help develop and deploy the City's public engagement guide based on International Association of Public Participation (IAP2). Serve as the point of contact for the City's public engagement guide, helping to promote the goals and techniques set forth in the guide to establish a foundation for its work to be rooted in strong, equitable public engagement.
- Cultivate and promote positive relationships with stakeholders and city staff.

Ancillary Job Functions

- Facilitate discussion among internal and external stakeholders.
- Participate in ongoing training to stay abreast of communication and community engagement best practices and trends.
- Identify best practices in public engagement for further development of engagement opportunities and activities in the city.
- Educate and train staff and external partners on effective community and public engagement techniques.
- Plan and carry out event logistics.
- Develop reports and maintain accurate records.
- Perform other related duties as assigned.

Education and Experience – An equivalent combination of education, training and experience will be considered.

- Bachelor's degree in Communications, Public Relations, or related field.
- Minimum of one-year relevant experience in the public communications, community outreach or related field.
- Must have reliable transportation to and from events, meetings and City facilities.

Knowledge, Skills and Abilities which may be representative, but not all-inclusive of those commonly associated with this position.

- Ability to gain a deep understanding of the city's goals and objectives and develop strategies that promote engagement.
- Knowledge of the principles, methods, and practices involved in presenting information.
- Knowledge of English grammar, Associated Press style, various communication media uses, format requirements, audiences, etc.
- Knowledge of Microsoft Office products, web editing software and social media practices.
- Ability to operate standard office equipment and relevant software.
- Knowledge of research methods and practices.
- High level of cultural competency and experience working with underserved populations and people from diverse backgrounds.
- Ability to focus attention to details and accuracy.
- Ability to organize and multitask.
- Ability to work independently with minimal supervision and to solve problems independently.
- Ability to build strong and trusting relationships.
- Ability to communicate complex ideas effectively, both orally and in writing.
- Ability to conduct research and prepare analyses and reports.
- Ability to establish and maintain effective working relationships.
- Ability to effectively navigate and facilitate difficult conversations.
- Ability to effectively navigate complex organizational systems, structures and dynamics.
- Ability to lift and move chairs and tables to set up for events.

Work Environment – Environmental or atmospheric conditions commonly associated with the performance of the functions of this job.

- General office conditions.
- Exposed to moderate noise levels.
- May require occasional work in varying, inclement outdoor weather conditions, traffic conditions, and vibration.

Physical Abilities that are commonly associated with the performance of the functions of this job. The physical demands described below are representative of those that must be met by an employee to

successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Ability to focus on tasks
- Ability to effectively communicate with others.
- Must have clarity of vision and ability to identify/distinguish colors for photographing city activities.
- Familiarity and ability to work in an office setting and regularly use a computer, phone and related office equipment.
- May be required to lift up to 45 pounds to set up for events.
- Regular attendance is a necessary and essential function.

Exhibit B – Mutually Agreed to Objectives

1. The Engagement Coordinator will partner with Local Motion, City staff, and other community partners to draft a City of Columbia community engagement policy that puts community input at the core of the city's decision-making process.
2. The Engagement Coordinator will be responsible for researching the appropriate number and positions of city staff members tasked with community engagement, what types of projects will trigger the community engagement policy, and how community input will form the foundation of decisions made by the city council.
3. The Engagement Coordinator will participate in Local Motion trainings on inclusive community engagement strategies, transportation equity, and how to use the Inclusive Community Engagement Toolkit (ICET).
4. The Engagement Coordinator will use the draft community engagement policy to complete a pilot, demonstration project and lead effective community engagement ahead of a walking, biking, or transit infrastructure decision, in partnership with Local Motion's community engagement mentorship program.
5. The Engagement Coordinator will assist city staff in the integration of a City adopted community engagement policy into the City's operations, which will enhance the City of Columbia's shift to community-centric decision-making.