



This agreement, states the partnership details of City of Columbia (hereinafter "Partner") and the Arbor Day Foundation (ADF) beginning January 1, 2025, and ending March 31, 2026.

Partnership Details

1. Partner is providing \$12,000 total funding for Community Canopy program
2. Funding equates to 200 trees at \$60 per tree
3. Tree distribution will be done as direct delivery to doorstep and residential pick-up event
 - 150 trees for mail direct delivery to doorstep
 - 50 trees for residential pick-up event
4. Partner will provide all details for customized website creation by 3/14/2025.
5. Tree orders will ship to participants in Spring between April 1 and June 15
6. AND Trees will be bulk transported to partner 24-48 hours before the event date
7. ADF will launch customized website for reservations no later than 4/1/2025 (dependent on all details being received by Partner)
8. Trees will be offered for FREE to participants, 1 tree per household.
9. Customized website will be setup with Approve/Deny functionality as final validation
10. Validation will be setup for geo-lookup through GIS data
11. ADF will email final program invoice to Leland.rehard@como.gov by 12/30/2025.

Initial Here: _____

Partnership Scope-of-Work

As a part of this partnership, Partner agrees to:

- Pay agreed upon amount per tree to distribute the full quantity of trees to participants in your decided upon geography. All trees (at minimum 85% of these) will be pre-reserved and captured in the online reservation tool.
- Complete and submit the online application where you will provide a tree species wish list to ADF: <https://est.arborday.org/Application/Company>
- Choose tree species from availability list provided by ADF. (Species substitutions sometimes need to happen due to crop failures or growth/quality issues. If this scenario occurs, ADF will work with Partner to discuss interchangeable species.)
- Provide eligible zip codes, tree event details, terms and conditions and welcome message copy to ADF according the agreed upon timeline.
- Review and approve customized website including the Terms and Conditions (attached as Exhibit A).
- Promote the program through multiple marketing channels which may include direct mail campaigns, email campaigns, search engine marketing, web site promotions, press releases, social media and other channels.
 - Prior to launch of the Program, Partner will provide a formal marketing plan, including a timeline and verbiage details with ADF. This marketing plan will include additional marketing tactics that will happen during last 1-2 weeks prior to program end date, if 85% of the trees are not yet reserved.
 - Send to ADF for approval, all marketing materials using the Arbor Day Foundation logos.
- Deliver checks/payments to the Arbor Day Foundation within 30 days of receipt of invoice to:

Arbor Day Foundation
Attn: Accounting
P.O. Box 80208
Lincoln, NE 68501

In case of direct mail model--

- In the case that trees are not depleted by the program end date, Partner shall assume the sole responsibility and cost of the remaining inventory of trees and determine where to utilize remaining trees for future use.
- Decisions for where remaining trees will be made by Partner within 14 days of close of program. After 14 days, ADF will determine and make arrangements for remaining trees / funding to be donated to a local tree group, forest, or community in need within our network.

In case of pickup event model--

- In the case that trees are not depleted prior to the pickup event date or in the case of remaining trees that were not picked up, Partner shall assume the sole responsibility and cost of the remaining inventory of trees and determine where to utilize remaining trees.
- Determine and organize the designated location(s) for these trees to be picked up by participants, along with plan and staff the scheduled tree pickup events.
- Arrange location for trees to be delivered, stored, secured 24-48 hours before your event.
- Provide pickup event details to ADF on or before the date specified on page 1, item 4 of the Partnership Details. This includes event dates, times, locations, delivery address for trees, contact person, phone number, and any special instructions. Partner will assume responsibility for unloading trees from truck.

Initial Here: _____

As a part of this partnership, the Arbor Day Foundation agrees to:

- Provide a pre-selected list of available tree species for Partner to choose from.
- Source specified quantity of containerized trees for Partner's program.
 - In case of direct mail model--
 - Trees are to be pre-reserved and shipped directly to participants' residences by ADF vendor.
 - Insert planting/care instructions with tree shipments to residents.
 - In the case that trees are not depleted by the end ship date, trees will be available for a final bulk shipment to location determined by Partner or ADF can provide a recommendation to an Alliance for Community Trees member in the Partner's area.
 - In case of pickup event model--
 - Trees are to be bulk transported to Partner event site 24-48 hours before event.
- Maintain customized website (tree portal) for Partner:
 - Provide a custom url for Partner's reservation website.
 - Create and customize tree reservation website per Partner's provided details.
 - Setup program per the delivery model chosen by Partner.
 - Launch website per terms launch date where trees will be reserved by participants for planting in pre-approved, strategic planting zones to reduce energy usage.
 - Website customizations to include:
 - Approved Partner logo
 - Interactive mapping tool
 - i-Tree Tools research on the long-term benefits of specific trees planted around customer's house (including energy savings, air quality, and carbon emissions)
 - Customized welcome message and terms and conditions statement (will require each participant to accept these terms for each order submitted.)
 - Order confirmation email will vary slightly depending on program model that customer has selected. Email will include a map showing the agreed upon energy saving planting location.
 - Provide a specific toll-free customer service line to answer participant questions surrounding the program.
 - Pre-event reminder email
- Provide Partner with access to an online marketing toolkit which includes logos, samples, templates of promotional materials to be used for advertising and marketing.
- Collect and provide a wait list of Partner participants who express interest after trees are depleted.
- Provide an invoice to Partner via email. Payment due within 30 days of receipt of Invoice.
- Provide dashboard login access to allow Partner to access and download all data related to this program including all customer orders and environmental data.
- Administer post-program survey to participants and compile results to share with Partner.
- Provide program summary report to Partner. Report to include cumulative tree data related to environmental impact: energy benefits (kWh and therms conserved) and community benefits (lbs of CO2 sequestered and avoided, gallons storm water conserved, lbs of air filtered) and other Key Performance Indicators. Report will be shared with Partner via email.
- Will indemnify and hold harmless Partner, its officers, directors, employees and affiliates from and against any and all claims, liabilities, losses, costs, damages or expenses (including court costs and reasonable attorney's fees) due to damages or losses suffered by third parties in connection with the operation of this letter and agreement.

Initial Here: _____

Arbor Day Foundation will retain rights of use for tree-related data (data *not* pertaining to Partner customer identity) captured through the Arbor Day Foundation tree distribution tool.

If either party or its key executives commit any act or become involved in any situation that conflicts with the Arbor Day Foundation's mission of environmental conservation or results in serious negative publicity, the non-involved party shall have the right to terminate this Agreement.

Upon approval, please sign and date this agreement. Return via fax at (402) 474-0820, e-mail at kbousquet@arborday.org or mail it to Kristen Bousquet at Arbor Day Foundation, 211 N. 12th Street, Lincoln, NE 68508. If you have questions or concerns, contact us at 402-473-2023.

City of Columbia

Signature

Date

De'Carlton Seewood, City Manager

Printed Name; Title

Arbor Day Foundation

K Bousquet
Kristen Bousquet, Sr Mngr Partnerships

12/9/25
Date

Grace Widseth
Grace Widseth, Director of Partnerships

12/9/25
Date

Initial Here: _____

IN WITNESS WHEREOF, The National Arbor Day Foundation d/b/a Arbor Day Foundation and The City of Columbia, Missouri, hereby agree to and ratify this agreement, and each sets their hands on the day and year stated below.

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/ek

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008830-604990 40163, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, City Director of Finance

**THE NATIONAL ARBOR DAY FOUNDATION
D/B/A ARBOR DAY FOUNDATION**

By: Justin McGuistan
Name: Justin McGuistan
Title: Partnerships Manager
Date: 12/2/25

ATTEST:

By: Bousquet
Name: Kristen Bousquet
Title: Sr. Mgr, Partnerships