

COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter “Agreement”) is by and between National Wildlife Federation, a 501(c)(3) organization whose mission of uniting all Americans to ensure wildlife thrive in a rapidly changing world (hereinafter “NWF”) and the City of Columbia, Missouri, a municipal corporation engaged in working with all of its various departments and the community to optimize resource use efficiency and improve economic, environmental, and social well-being (hereinafter “Columbia”), and is entered into on the date of the last signatory below (hereinafter “Effective Date”).

WHEREAS both organizations share a deep rooted concern about the decline of the monarch butterfly population;

WHEREAS both organizations desire to help each reach a broader audience with greater impact than either could achieve on its own; and

WHEREAS both organizations will together create habitat for the monarch butterfly, and this joint project shall be referred to herein as the “Collaboration.”

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. **NWF Deliverables:** As appropriate and feasible, NWF will provide funding as set forth in this Agreement and perform the deliverables as set forth in Exhibit A.
2. **Columbia Deliverables:** As appropriate and feasible, Columbia will perform the deliverables as set forth in Exhibit B.
3. **General:**
 - a. **Payment:** NWF will provide funding in the amount of seventeen thousand, five hundred dollars (\$17,500). Columbia shall invoice NWF in the following installments: eight thousand, seven hundred and fifty dollars upon signing of the Agreement (\$8,750) and eight thousand, seven hundred and fifty dollars (\$8,750) upon completion of the deliverables as set forth in Exhibit B.

Invoices should include the following information (see Exhibit C for a sample invoice format):

- Other Party’s Full Name
- Address
- Invoice Number
- Invoice Date
- NWF Contact
- Description of the work performed and period of performance

- Amount Due
- Payment Terms
- NWF ID
- Remit To Information (if different than above Name and Address)

NWF will pay invoices within thirty (30) days of its receipt of invoice. For timely and proper processing of payments, Columbia should send all invoices with the NWF ID “1809-027” by e-mail to invoices@nwf.org or by mail to:

National Wildlife Federation
Attention: Accounts Payable / Finance Department
11100 Wildlife Center Drive
Reston, VA 20190

Columbia shall also provide a completed W8 or W9 form to NWF upon signing the Agreement to ensure timely and proper processing of payments.

- Lobbying: No part of any funds provided under this Agreement shall be used for lobbying purposes.
 - Report: Columbia must provide a brief report to NWF describing how the funds were used, and a written narrative description of the work, accomplishments, challenges and successes of work outlined in Exhibit B. The report is due June 15, 2019.
 - Term: The initial Term (“Term”) of this Agreement shall begin as of the Effective Date and extend through May 31, 2019. This Agreement may be terminated by either party for convenience with thirty (30) days’ written notice.
 - Effect of Termination: In the event of termination, the funding will be used in accordance with the budget to the extent commitments have been made, and the remainder shall be used for other projects to be conducted by either partner that the funder for that portion of the funding approves.
- 4. Intellectual Property:** NWF and Columbia are aware that the other individually owns certain trademarks, service marks, copyrights and other intellectual property, including but not limited to copyrighted materials, trademarks, logos, and trade names (“Background IP”). In consideration of the terms of this Agreement, NWF and Columbia each hereby grant the other a nonexclusive right to use, publish, reproduce, and distribute Background IP during the Term of this Agreement for the purposes of this Collaboration, subject to use guidelines. NWF and Columbia may also jointly develop certain intellectual property (“Foreground IP”) in furtherance of this Agreement. In consideration of the terms of this Agreement, Columbia and NWF shall jointly own all rights to the Foreground IP, and each may enjoy all rights and privileges accorded ownership of such joint property without accounting to the other.

5. Miscellaneous:

- a. HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, NWF shall indemnify and hold harmless Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of NWF, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with NWF or a subcontractor for part of the services), of anyone directly or indirectly employed by NWF or by any subcontractor, or anyone for whose acts NWF or its subcontractor may be liable in connection with providing these services. This provision does not, however, require NWF to indemnify, hold harmless, or defend Columbia from its own negligence.
- b. Limited liability. Notwithstanding any language to the contrary herein, in no event shall either party be liable to the other for any incidental, consequential or special damages of any kind hereunder, even if informed of the possibility of same.
- c. Contacts: Contact persons for each party shall be the signatories below, or another person designated by the party in writing.
- d. Tax-Exempt Status: Columbia will not utilize the funds to engage in any activity that jeopardizes NWF’s status as a charity tax-exempt under section 501(c)(3) of the Code. For example, funds will not be used to intervene in any election or to support or oppose a candidate for public office.
- e. Change in status: Each party shall notify the other within 72 hours if: its organizational mission changes; staff changes may affect the Collaboration’s scope or outcome; or changes in funding may affect the Collaboration.
- f. Confidentiality: Both Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended.
- g. Governing law: 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.
- h. 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 constitution or laws.
- i. General Laws. Both Parties shall comply with all federal, state and local laws, rules, regulations and ordinances.
- j. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A NWF Deliverables
- B Columbia Deliverables
- C Sample Invoice

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

- k. Modifications: This Agreement represents the entire agreement between the parties and supersedes any prior discussions or agreements. It may be amended only in a writing signed by a duly authorized officer or representative of both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

Columbia: CITY OF COLUMBIA, MISSOURI
701 E. Broadway
Columbia, MO 65201

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / ak *N*

NWF: NATIONAL WILDLIFE FEDERATION
11100 Wildlife Center Drive
Reston, VA 20190

By: _____
Patrick Fitzgerald, Senior Director

Date: _____

**EXHIBIT A
NWF Deliverables**

As appropriate and feasible, NWF will have the following roles and responsibilities consistent with the work program:

- Approve city seed mixes and management plans.
- Facilitate a consultation session with the Xerces Society for Invertebrate Management to review property management plans.
- Reimburse Columbia \$17,500 for the restoration of 35 acres of monarch butterfly habitat (\$500 / acre).

EXHIBIT B
Columbia Deliverables

As appropriate and feasible, Columbia will:

- Work with the National Wildlife Federation through this grant to restore 35 acres of monarch butterfly habitat within city limits. The thirty-five (35) acres to be restored will be prepared and seeded by May 31, 2019.
- Identify vendors who can provide eco-region specific or regionally appropriate native seed mix that includes milkweed and nectar producing plants that bloom through the adult monarch lifecycle. The seed mix must be approved by NWF before planting.
- Pay for and document the cost of seed by providing NWF with a letter indicating the amount of their match (will need a signed copy with the total amount and expenditure notes).
- Fill out the attached “Monarch Habitat Seed Project Summary” that shows where the habitat restoration or enhancement has taken place.
- Provide at least one high quality photo from each site that shows project implementation.
- Submit a final copy of the management plan that applies to each property enhanced or restored in this project. All properties will be actively managed for monarch butterflies and pollinators for at least 3-5 years.
- Consider participating in NWF webinars about urban habitat restoration for monarch butterflies and pollinators.

