SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND THE COMMUNITY FOUNDATION OF CENTRAL MISSOURI

THIS SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT is made as of the date of the last party to execute the agreement below, between the City of Columbia, Missouri, hereinafter called "City", and the Community Foundation of Central Missouri, hereinafter called "CFCM".

WHEREAS, the City desires to promote philanthropic giving within the city in order to provide a sustainable financial resource for local agencies who provide needed services to the public; and

WHEREAS, the mission of the CFCM is to improve the quality of life within communities it serves by inspiring charitable giving, fostering partnerships and connecting donors to causes they care about most; and

WHEREAS, CFCM serves a leadership role in bringing increased awareness and community participation in planned giving and is accessible to all potential donors; and

WHEREAS, the City has employed a Trust Administrator to coordinate and manage various funds within the City and to promote private giving to provide for the beautification of the city, the natural use of land, better transportation facilities, encouragement of the arts, recreation, historic preservation, architectural enhancement, facilitation of public health, and the general lessening of the costs and burdens of municipal government; and

WHEREAS, the City and CFCM desire to provide for the coordination of efforts and sharing of resources to further accomplish the public purposes stated herein; and

WHEREAS, the parties entered into a Cooperative Agreement on or about March 12, 2018; and

WHEREAS, such Cooperative Agreement was amended on or about April 15, 2019 by the First Amended and Restated Cooperative Agreement authorized by R60-19; and

WHEREAS, the parties desire to amend the First Amended and Restated Cooperative Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Commitment of the City. The City agrees to provide CFCM with office space, administrative and clerical support staff, supplies, telephone, computer and other

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resources necessary and reasonable to support the mission of CFCM, which the City Council finds to have a public purpose. The support provided by the City shall be non- exclusive, meaning the City may use the administrative and clerical support staff and office space and equipment provided for the support of CFCM for other public purposes as designated in the sole discretion of the City Manager. Staff to assist the CFCM shall be designated by the City Manager and shall be an employee(s) of the City subject solely to the direction and control of the City Manager and City personnel policies and procedures. At the discretion of CFCM, a staff member assigned by the City Manager may be given the title Executive Director of the CFCM, but such individual shall not be deemed to be an employee of the CFCM. CFCM shall be solely responsible for the oversight of all activities administered by the city staff for CFCM and any concerns regarding the services provided by any city employee to CFCM shall be directed to the City Manager by CFCM. Nothing contained herein shall make the City responsible for the activities or operation of CFCM nor shall it prohibit CFCM from hiring staff or consultants to perform work for CFCM independent of, or as a supplement to, the administrative and clerical support staff provided by the City.

Section 2. Commitment of CFCM. In addition to its general support and growth of philanthropic efforts for the public good, CFCM agrees to use the resources provided by the City hereunder to work diligently to promote private giving to provide for the beautification of the city, the natural use of land, better transportation facilities, encouragement of the arts, recreation, historic preservation, architectural enhancement, facilitation of public health, and the general lessening of the costs and burdens of municipal government. CFCM shall provide an annual report to the City Council of its activities on or before April 1st for the preceding calendar year, which report shall include a complete accounting of all revenues and expenditures of CFCM.

CFCM shall pay the City on a fiscal year basis, beginning on the period October 1, 2023 through September 31, 2024, and for each fiscal year thereafter on or before the first day of October. The sum for fiscal year 2024 shall be $46,797. Thereafter, the sum shall automatically increase by 5% per fiscal year as set forth in **Exhibit A** attached hereto. CFCM may, from time to time, pay additional funds to the City to reimburse the City for its expenses associated with City's commitment set forth in Section 1 hereof. In such event, such additional funds will be accepted and appropriated by the City Council at the time such payment is made, taking into account the recommendation of the CFCM.

Section 3. Term. This agreement shall be in effect for one (1) year and shall renew automatically for two (2) additional one year terms, unless sooner terminated by one of the parties.

Section 4. Termination. This agreement may be terminated by either party upon three hundred sixty-five days written notice to the other party. In the event of termination at any time other than September 31, any fees paid by CFCM for services hereunder shall be prorated to the date of termination and refunded by the City.

Section 5. Notices. Any notice required to be given hereunder shall be given to the following individuals, or their successor in office:

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City:
City Manager
City of Columbia
701 E. Broadway
Columbia, MO 65201

CFCM:
President, Board of Directors
Community Foundation of Central Missouri
701 E. Broadway
Columbia, MO 65201

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 shall be deemed delivered on receipt if delivered by hand or upon deposit by the sending party if delivered by US mail.

Section 6. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Section 7. Applicable Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Boone County, Missouri.

Section 8. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Section 9. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 10. Binding Effect. This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Section 11. Duty to be Reasonable. Wherever in this Agreement the City or CFCM is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

Section 12. Sovereign Immunity. By entering into this agreement, the City expressly does not waive any sovereign or governmental immunity it may have under law.

Section 13. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless executed by the parties, in writing.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date of the last party to sign this agreement.

CITY OF COLUMBIA, MISSOURI

DocuSigned by:

By: De'Carlon Seewood
8504D3D77F5D430...
De'Carlon Seewood, City Manager

Dated: 8/22/2023

ATTEST:

DocuSigned by:

By:
4E1F069B868D40A...
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

By:
DA01C98E798B4D2...
Nancy Thompson, City Counselor

COMMUNITY FOUNDATION OF CENTRAL MISSOURI

By: Susan L. Hart
President, Board of Directors

Dated: 8/28/2023

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EXHIBIT A

FY 2024	$46,797
FY 2025	$49,137
FY 2026	$51,594

Permanent Record
Filed in Clerk's Office

Introduced by Buffaloe Council Bill No. R 119-23

A RESOLUTION

authorizing a second amended and restated cooperative agreement with the Community Foundation of Central Missouri to provide for reimbursement of the additional costs associated with temporary administrative assistance.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a second amended and restated cooperative agreement with Community Foundation of Central Missouri to provide for reimbursement of the additional costs associated with temporary administrative assistance. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

ADOPTED this 21st day of August, 2023.

ATTEST:

City Clerk

Barbara Buffaloe
Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor