

**THIRD COOPERATIVE AGREEMENT
BETWEEN THE CITY OF COLUMBIA,
MISSOURI,
AND THE COMMUNITY FOUNDATION OF CENTRAL
MISSOURI**

THIS THIRD 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 and CFCM entered into a Second Amended and Restated Cooperative Agreement dated August 28, 2023; and

WHEREAS, the parties desire to terminate the Second Amended and Restated Cooperative Agreement and enter into this new Third Cooperative Agreement (hereinafter "this Agreement") to govern the terms and conditions of their contractual relationship; and

WHEREAS, the City desires to continue 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 the community 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 previously 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 employment of the City's current Trust Administrator is ending and the parties desire to provide for the continued coordination of efforts and sharing of resources to further accomplish the public purposes stated herein; and

WHEREAS, the parties desire to enter into this Agreement to terminate the Second Amended and Restated Cooperative Agreement and to provide for the orderly transition of roles and responsibilities of the parties;

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. Termination of Second Amended and Restated Cooperative Agreement. The Second Amended and Restated Cooperative Agreement entered into

between the parties and dated August 28, 2023 is hereby terminated by mutual agreement of the parties in its entirety, effective April 30, 2024. In lieu of such Second Amended and Restated Cooperative Agreement, the parties are entering into this Agreement.

Section 2. Transition of Duties from Trust Officer to CFCM Executive

Director. The parties agree to work cooperatively to transition the duties of the City's Trust Officer which were being performed under the Second Amended and Restated Cooperative Agreement to an Executive Director employed by CFCM. To aid in such transition, for a limited period of time, not to exceed December 31, 2024, the City will continue to allow CFCM to utilize the existing office space, telephone, computer and other resources located in city facilities which are 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 office space and equipment provided for the support of CFCM for other public purposes as designated in the sole discretion of the City Manager. All such space and equipment shall be subject to the direction and control of the City Manager and shall be utilized solely in compliance with City of Columbia policies and procedures. Access to such office space is limited to between the hours of 7:30 am and 5:30 pm, Monday through Friday, not including holidays.

Section 3. Commitment of CFCM. CFCM will employ an Executive Director and sufficient support to carry out its mission. 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.

Section 4. Commitment of the City. In consideration of the services provided to the community which the City Council finds to have a public purpose, City shall pay the CFCM an annual sum, payable in monthly installments, beginning on May 1, 2024. The annual sum for the period beginning May 1, 2024 and ending on April 30, 2025 shall be \$100,000. Thereafter, if this agreement is not terminated, the annual sum for May 1, 2025 through April 30, 2026 shall be \$90,000 and the annual sum for May 1, 2026 through April 2027 shall be \$80,000.

Section 5. 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 6. 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 City for services hereunder shall be prorated to the date of termination.

Section 7. Notices. Any notice required to be given hereunder shall be given to the following individuals, or their successor in office:

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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. Sovereign Immunity. By entering into this agreement, the City expressly does not waive any sovereign or governmental immunity it may have under law.

Section 15. 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]

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

By: _____
De'Carlton Seewood, City
Manager

Dated: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

**COMMUNITY FOUNDATION OF
CENTRAL MISSOURI**

By: Shawn L. Harst
President, Board of
Directors

Dated: 3-27-2024

CERTIFICATION:

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 11000510-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance