

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT, made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of Truman School of Government and Public Affairs, at the University of Missouri-Columbia (“University”) and the City of Columbia (“Client” or “City”).

WITNESSETH:

WHEREAS, Client is desirous of obtaining certain services as described hereinafter; and

WHEREAS, University is willing and able to provide such services; and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. University agrees to provide services to Client as further described in the scope of work attached hereto and incorporated herein by reference (“Exhibit A”).
2. Client agrees to pay University a fixed sum of \$15,729 per Spring semester and Fall semester for services rendered under the terms of this agreement.

The payment schedule shall be as follows:

The University shall invoice the Client on receipt of the fully executed agreement. Client shall make payment within thirty (30) days of receipt of each invoice from the University.

Payments shall be sent to the University at the following address with checks made payable to THE CURATORS OF THE UNIVERSITY OF MISSOURI and sent to:

Truman School of Government and Public Affairs  
Attn: Fiscal Office  
615 Locust Street Building  
Columbia, MO 65211

3. The initial period of service under this Agreement shall be for the Spring semester beginning January 16, 2024 through May 10, 2024. Additional periods of service may be added at the written request of the City upon the same terms and conditions set forth herein by giving sixty (60) days’ notice to University. In no event shall any period of service extend beyond five (5) years after the effective date of this Agreement.
4. This Agreement shall not render any Student providing the scope of work set forth in Exhibit “A” an employee, partner, or agent of City for any purpose. University shall be solely responsible for the payment of any stipend or other compensation or

benefits to Student and shall hold the City harmless for any claim for compensation by Student related to the services performed hereunder.

5. This agreement may not be assigned by either party to any person, corporation, partnership or other entity without express written approval of the other party.
6. This agreement may be terminated by University or Client without liability or cause by providing thirty (30) days written notice to the other party. In the event of termination and University is not at fault, Client shall reimburse University for all out-of-pocket expenses and non-cancelable obligations incurred up to the date of termination. In the event of termination and City is not at fault, University shall refund to City the prorated portion of any sums paid under this agreement.
7. This agreement shall be deemed to have been entered into under the laws of the State of Missouri and the rights and obligations of the parties hereunder shall be governed according to the laws of said state.
8. No member, individually or collectively, or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this agreement or by reason of the default of University in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri, as such, is hereby released by Client as a condition of and in consideration for the execution of this agreement.
9. No member, individually or collectively, or officer of the City of Columbia incurs or assumes any individual or personal liability by the execution of this agreement or by reason of the default by City in the performance of any of the terms hereof. All such liability of members or officers of the City, is hereby released by University as a condition of and in consideration for the execution of this agreement.
10. 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.
11. 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 shall be deemed to have the same legal effect as original signatures.
12. This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date below their respective signatures.

**THE CURATORS OF THE  
UNIVERSITY OF MISSOURI**

**CLIENT**



Name: Casey E. Forbis  
Title: Sr. Business Services Consultant  
Authorized Signer

Name: De'Carlon Seewood  
Title: City Manager, Columbia

Date 1/16/2024

Date \_\_\_\_\_

**REVIEWED**  
By Casey Forbis at 9:02 am, Jan 10, 2024



**REVIEWED**  
By R. Wilson at 4:07 pm, Jan 10, 2024

Approved as to Legal Form  
  
Jan 12 2024

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. Account No. 11000210-500105, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
Matthew Lue, Director of Finance

## Exhibit A

- Student will be a Graduate Assistant selected by TSGPA with input from the City of Columbia.
- The scope of work will be developed jointly with the city per semester. Examples may include:
  - Student will work with the City to conduct research to support the activities of the Mayor, City Council and City Manager’s Office. Examples of the types of research may include a literature review on a particular policy issue or a scan of procedures implemented by other local governments around specific policies.
  - Student will provide support to the Mayor and City Council with communications and planning.
- Student will work an average of 20 hours per week for the spring 2024 semester – from January 16, 2024 through May 10, 2024. Specific days and hours will be agreed upon between City and student.
- Director of Graduate Studies in the Truman School of Government and Public Affairs will coordinate with the City on student performance and will submit performance evaluations through the University systems for the Graduate Student.

### Budget Detail:

Cost category per MPA student	Amount
Stipend per semester	\$8,650
Tuition (based on 9 credit hours)	\$4,500
Health insurance	\$2,579
Total per semester	\$15,729