

LOCAL SITE GENERATOR AGREEMENT  
VETERANS UNITED

THIS AGREEMENT (hereinafter "Agreement") is by and between the City of Columbia, Missouri (hereinafter "City"), a municipal corporations whose address is 701 E. Broadway Columbia, MO 65201 and Mortgage Research Center, LLC dba Veterans United (hereinafter "VU"), a limited liability company whose business address is 1400 Veterans United Dr., Columbia, MO 65203, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and VU are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, VU has determined it is in its best interest to have standby electrical generation service at a building where VU is a tenant; and

WHEREAS, City has generator equipment already located in that building.

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. Both Parties agree the City shall operate and maintain its two (2) self-contained diesel generating units, of 1000 kilowatt capacity along with ancillary transformers and necessary switch gear (collectively, the "Generators"), which are located at the building at 4700 S. Providence Rd, Columbia, MO 65203, (hereinafter "Building") for the provision of back-up power generation services. This includes City's storing of fuel at Building to operate the Generators. If VU's electricity requirement increases during the term of this Agreement, then the City agrees that it will replace the generators or upgrade the generating capacity of the Generators provided the Parties can agree upon an amendment in accordance with this Agreement establishing the new amount of the increased monthly rental for the upgraded generation service. The City retains any and all ownership rights to the Generators.
2. Both Parties agree that City has no ownership rights or responsibilities for the pad the Generators are located on, and City has no responsibility upon termination of this Agreement to restore the pad or site of the Generators.
3. City shall, at City's expense, make application for all permits necessary to operate the Generators. City shall own all rights associated with such permits and the emissions generated by the Generators.
4. VU shall not disrupt or interfere with City's rights to operate and maintain the generators pursuant to the terms of the Easement Agreement in effect at the time between City and the owners of the building. City will provide VU with the terms of this Easement Agreement at any time upon VU's request in writing.

5. VU shall pay the City the amount for standby and overhead costs of the Generators according to the following schedule, as applicable:

Year(s)	Monthly Fee
1 to 5	\$1,900.00
6 to 10	\$2,200.00
After Year 10	\$2,500.00

6. From time to time the City shall be entitled to run the Generators. VU shall not be entitled to any payment or reduction in monthly charges for those times the City is using the Generators for purposes set out in this provision.
7. The term of this Agreement shall begin on the Effective Date until November 30, 2028. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless the Agreement is terminated by either Party as provided herein.
8. Either Party may terminate this Agreement by giving the other Party notice of its intent to terminate in writing at least six (6) months prior to the expiration of the current term. Also, both Parties agree that this Agreement shall automatically terminate should City lose its easement rights to Building to operate and maintain the Generators.
9. Both Parties acknowledge and agree that City will operate and maintain the Generators in good working order, however the City makes no representations whatsoever that the units will be in perfect working order or that the Generators will work as designed at any particular time. VU acknowledges and agrees that this is consistent with the City's position on the electric power generation system wide and is the existing standard in the electric utility industry.
10. In the event that the actions of any governmental entity or any legal decision operates to prevent the use of the Generators or revokes any necessary permits or removes emissions rights, this Agreement shall automatically terminate upon the date on which it becomes unlawful or improper to operate the Generators.
11. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties. No provision of this Agreement is intended to, nor shall it in any way, inure to the benefit of a third-party beneficiary under this Agreement.
12. This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
John Glascock, City Manager *JAG*

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Nancy Thompson, City Counselor *AK*

MORTGAGE RESEARCH CENTER, LLC  
DBA VETERANS UNITED

BY: *Amanda Andrade*  
Amanda Andrade, CPO

DATE: *10/22/2020*