

AGREEMENT

THIS AGREEMENT is 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 its Department of Environmental Health and Safety at the University of Missouri (hereafter "University") and the **CITY OF COLUMBIA, MISSOURI**, a municipal corporation (hereafter "City").

WITNESSETH:

WHEREAS, the University recognizes the benefit of utilizing the expertise of experienced professional firefighters to conduct fire inspections of its facilities for unsafe conditions and to assist in the development of construction drawings, emergency operations procedures and training; and

WHEREAS, the City maintains a professional fire department qualified in providing the inspection services, procedural development and training services desired by University; and

WHEREAS, both parties have the objective of working on a cooperative basis to provide a safe environment through fire prevention and safety planning for the University and the citizens of Columbia; and

WHEREAS, the University has determined it is advantageous to the University to contribute funds to allow the City to provide more intensive governmental services relative to fire safety to the University.

NOW, THEREFORE, for and in consideration of the individual and mutual promises of the parties hereinafter set forth, it is agreed by and between the parties hereto as follows:

This Agreement shall be for an initial term of twenty-one months commencing on October 1, 2019 and ending September 30, 2020, and, shall be automatically renewable from year to year for annual terms beginning October 1, 2020 and ending on September 30 each year thereafter, subject to the right of either party to terminate at the end of any one year term by providing the other written notice not later than June 30 of its intent to terminate at the end of the then current year.

The City shall provide the University the services of the equivalent of fifty percent (50%) FTE at the level of Assistant Fire Marshal. The services provided by the Assistant Fire Marshall shall be substantially as described in Exhibit A, which is attached and incorporated herein as fully as if set out verbatim.

The City Fire Chief shall designate an appropriately trained Assistant Fire Marshal

to provide said services to University. While the University reserves the right to make recommendations concerning the selection of an individual to be designated to provide said services or to communicate problems concerning the quality of service provided by the individual designated, the City shall have full responsibility for the hiring, firing, discipline, promotion and job benefits of its employee.

The University shall reimburse City at the conclusion of each calendar quarter throughout the term of this Agreement a sum equal to fifty percent (50%) of the compensation (including benefits) incurred by City for the assigned Assistant Fire Marshal for that quarter. In addition, University will reimburse City a sum equal to up to fifty percent (50%) of the actual cost of certain equipment and/or materials which may be acquired for use by the assigned Assistant Fire Marshal for the benefit of both parties, provided that approval for the acquisition of such equipment and/or materials is obtained in advance and in writing from University's designated representative, the MU Director of Environmental Health and Safety. Reimbursement will be made within thirty (30) days following University's receipt of invoice from City properly documenting the personnel and equipment costs incurred during such quarter.

The City will inform the University by September 1 of any year of any changes which would increase the total compensation paid to the assigned Assistant Fire Marshal and thereby increase the University's cost for the upcoming contract term.

The services and duties assumed by the City, the Columbia Fire Department and the Assistant Fire Marshal under this Agreement will be performed solely for the benefit of the University of Missouri and not for the benefit of any individual person, officer, faculty member, student, employee or agent of the University nor for the benefit of any third party.

It is not the City's intention by entering into this Agreement, nor does the City agree, to waive or relinquish any immunities, or defenses it or any officer, employee or agent may have or be entitled to assert to any claims, damages, losses or expenses arising by reason of any act or failure to act, negligent or otherwise of the Assistant Fire Marshal, and the University, agrees not to assert such claim against the City because of the existence of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on this _____ day of _____, 2019.

CITY OF COLUMBIA, MISSOURI

BY: _____
John Glascock, City Manager
^
Interim

ATTEST:

Sheela Amin, City Clerk

Approved as to form:

City Counselor *Jay*

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Case E Forbes

CASEY E FORBES
Approved by OGC 7/25/19

EXHIBIT A

DUTIES OF ASSISTANT FIRE MARSHAL ASSIGNED TO THE UNIVERSITY OF MISSOURI

The Assistant Fire Marshal assigned by the City of Columbia Fire Chief shall in addition to duties assigned by the Fire Chief:

- Conduct fire inspections of all University of Missouri facilities and buildings assigned or designated by the University; discuss deficiencies discovered with University managers and actions required to remedy the deficiencies; and
- Conduct training courses on proper fire safety and preventive techniques and procedures for designated staff; and
- Prepare reports and maintain records; and
- Establish and maintain good working relationships with University managers, faculty, students and staff, conduct public education classes on fire safety, fire prevention and related topics; and
- Maintain proficiency in current Building and Fire codes and hazardous materials handling and emergency operations; and
- Perform plan code reviews and inspections of assigned construction projects; and
- Determine emergency evacuation routes and shelter-in-place locations for University facilities as requested; and
- Perform any assigned media interviews and maintain good relations with the news media.