

## AGREEMENT TO PROVIDE LIVE FIRE INSTRUCTOR TRAINING

This agreement (“Agreement”) is entered into by and between the City of Columbia, Missouri (“City”), and The Curators of the University of Missouri (“University”), on behalf of the University of Missouri Fire and Rescue Training Institute (“MU FRTI”), and is effective as of the date of the last signature on this Agreement (“Effective Date”).

### BACKGROUND

WHEREAS, City has need for training services as set forth herein;

WHEREAS, University desires to provide the services upon the terms and conditions sated below;

WHEREAS, the parties hereby enter this Agreement for the purpose of defining the parties’ respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

### Section 1 - University's General Obligations

#### 1.1 University's Employees and Agents.

1.1.1 As used in the Agreement, the terms "University," "University's Representative," and/or "University's Representatives" shall (a) mean University and all of University's employees, shareholders, partners, subcontractors, and agents of University providing services under the Agreement and (b) have the same meaning regardless of whether they are used individually or collectively in the Agreement.

1.1.2 It is agreed that the continued service by University under the Agreement is a material obligation of University.

1.2 Services. The training services provided by the University are described in the scope of work attached hereto as **Exhibit A**. The Columbia Fire Department and MU FRTI shall mutually agree upon the time of presenting the services, which are to be presented no more than one year from the effective date of this agreement.

1.3 Pricing and Payment. In further consideration of the services provided under this Agreement, the sufficiency of which is hereby acknowledged, City agrees to pay University **five thousand four hundred dollars (\$5,400.00)**. Upon completion of the services, the University will create and mail an invoice for services to City. City will be responsible for paying the appropriate amount to University on a monthly basis within thirty (30) days after receipt of the monthly invoice.

1.4 Right to Bind or Use Names. Neither party shall have the right or authority to enter into any contract in the name of the other party or otherwise bind the other party

in any way without express written consent. Neither party shall use the other party's name, trademark, any variation thereof, or any logo of the other party in any promotional or advertising material without express written consent.

1.5 Compliance. University shall perform all duties under the Agreement in strict compliance with applicable federal, state and local laws, rules and regulations of City. This includes establishing and maintaining an environment free from disruption, intimidation, coercion, and harassment (including, without limitation, sexual harassment). University shall notify City promptly of any incidents in which the rights of City employees, visitors or staff, may have been violated.

## **Section 2 - City's General Obligations**

2.1 Payment. City shall pay University for the items referenced in this Agreement, including the obligations specified in Section 1.2. City shall pay University within thirty (30) days of the receipt of the invoice.

2.2 Facilities. City shall provide facilities needed for MU FRTI to carry out the obligations specified in Section 1.2.

## **Section 3 – Term and Termination**

3.1 Term. This Agreement shall be effective for a one (1) year term as of the Effective Date.

3.2 Termination without Cause. Either party may terminate the Agreement, without cause, by providing not less than fourteen (14) days' prior written notice to the other party stating the intended date of termination.

3.3 Effect of Termination. Upon any termination of the Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises, or agreement that expressly extend beyond the termination, including but not limited to, those set out in the sections that pertain to payment for services, Insurance, Indemnification and Confidentiality.

## **Section 4 -Insurance and Indemnification**

4.1 Insurance Coverage. Each Party shall keep and maintain professional and general liability insurance coverage, or equivalent self-funding, for itself and its representatives performing obligations under this Agreement. At a minimum, such insurance or self-funding shall provide coverage in the amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) in the aggregate. If such insurance is maintained on a claims-made basis, such insurance or self-funding shall continue throughout the term of the Agreement; and upon the termination of the Agreement, or the expiration or cancellation of the insurance, a Party

shall purchase, or arrange for either (i) an extended reporting endorsement ("Tail Coverage") for the maximum period that may be purchased from its insurer (ii) "Prior Acts" coverage from the new insurer with a retroactive date on or prior to the date of this Agreement or (iii) maintain continuous coverage with the same carrier for the period of five (5) years. All such insurance or self-funding shall be kept and maintained without cost or expense to the other Party.

4.2 Indemnification in General. To the extent permitted by Missouri law and without waiving sovereign immunity, each party shall protect, indemnify and hold the other party harmless from and defend against any and all claims, demands, actions, settlements, costs, damages, judgments, liability and expense of any kind, based upon or arising from injuries or damages to persons or property in connection with the negligence or recklessness of that party in complying with its obligations under this Agreement.

## **Section 5 - Miscellaneous Provisions**

5.1 Notice. Any notice required or desired to be given in respect to the Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section

5.1. The respective addresses are:

**If to the City:**

Fire Chief, Columbia Fire Department

201 Orr Street

Columbia, MO 65201

**With a copy to:**

City of Columbia, MO Finance Department

Attn: Purchasing Agent

P.O. Box 6015

Columbia, MO 65205

**If to the University:**

University of Missouri Fire and Rescue Training Institute

**With a copy to:**

University of Missouri

Attn: Contracts

325 Jesse Hall

Columbia, MO 65211

5.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 Partial Invalidity. In the event any provision of the Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations of each party, and the economic impact of the Agreement to each party remain reasonably unaffected.

5.4 Assignment. No assignment of the Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

5.5 Independent Contractor. University is performing services and duties under the Agreement as an independent contractor and not as an employee, agent, partner of, or a joint venture with City. University shall be responsible for determining the manner in which services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in the Agreement.

5.6 Non-Discrimination. Neither party hereto will discriminate against any person on the basis of race, sex, sexual orientation, religion, color, national origin, ethnic origin, age, disability, or military service in its performance under the Agreement. The parties expressly agree to abide by any and all applicable federal and/or state statutes, rules and regulations including, without limitation, Titles VI and VII of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, and to the extent applicable, the Occupational Safety and Health Act of 1970, all as may be from time to time modified or amended.

5.7 Third Party Beneficiaries. The Agreement is entered into for the sole benefit of City and University. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to the Agreement, including, without limitation, any University's Representative.

5.8 Governing Law and Venue. The Agreement shall be governed by the laws of the state of Missouri without giving effect to the conflict of laws principles. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of *forum non conveniens*.

5.9 Headings. The article and other headings contained in the Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

5.10 Amendment. 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.

5.11 No Waiver of Immunities. 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.

5.12 Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit A – Scope of Work

5.13 Authority. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS THEREOF**, the Parties hereto have set their hands and seals on the day and year herein stated.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
John Glascock, City Manager

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. **11002330 - 502010**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

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

**THE CURATORS OF THE UNIVERSTIY OF MISSOURI ON BEHALF OF UNIVERSTIY OF MISSOURI FIRE AND RESCUE TRAINING INSTITUTE**

By: Casey E Forbis

Date: 12/1/2021

**REVIEWED**  
By Casey Forbis at 6:38 am, Nov 24, 2021

Approved as to  
Legal Form



[Signature]

Nov 30, 2021

**EXHIBIT A**

**Scope of Work Statement**

**MU FRTI / Columbia Fire Department**

The University of Missouri Fire and Rescue Training Institute (MU FRTI), a premier unit of MU Extension, provides comprehensive cognitive education and manipulative skills training for Missouri’s fire and emergency service responders. Utilizing an extensive system of instructional outreach, MU FRTI assists fire departments, agencies, and organizations in meeting complex public protection challenges and training issues. This outreach initiative takes the training programs directly into local communities throughout the state and provides training and education, which are otherwise unavailable.

MU FRTI’s programming is focused on providing effective, standards-based, quality training and education to fire and emergency service responders.

To accomplish this, we will use our existing adjunct faculty to provide the training based on the agency request. Each instructor is certified at the course level or above. Evaluation of the course, which leads to state certification for participants, will be done by evaluators approved by the Missouri Division of Fire Safety. All are approved instructors and evaluators with the State of Missouri and with MU FRTI.

<b>Course</b>	<b>Hours</b>	<b>Fixed Price</b>
Live Fire Instructor	24	\$5,400.00