

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MISSOURI STATE HIGHWAY PATROL AND CITY OF COLUMBIA
REGIONAL AIRPORT**

This Memorandum of Understanding (Agreement) entered by and between the Missouri State Highway Patrol (MSHP) and City of Columbia (City), (hereinafter the “parties”) is effective on the date of the last signature herein.

Whereas, MSHP currently leases hangar and operations space at the Jefferson City Memorial Airport.

Whereas, MSHP has, as a goal the establishment of procedures and plans in the event of a natural or manmade disaster that will allow for the uninterrupted operation of certain state government functions.

Whereas, in order to assure that this goal is met, MSHP is currently working on a Continuity of Operations / Continuity of Government (COOP/COG) project.

Whereas, one aspect of the COOP/COG project is to assure access to an airport during times of emergency.

Whereas, the City of Columbia owns and operates the Columbia Regional Airport (COU) and the same provides a convenient location for operations in the event that the Jefferson City Memorial Airport is unavailable.

Whereas, this memorandum of understanding is put in place so the MSHP can continue to provide the necessary services to the citizens of Missouri in situations where the MSHP does not have access to or cannot reasonably utilize MSHP airport facilities outside of Columbia due to a natural or manmade disaster.

Therefore, for and in consideration of premises and mutual undertakings, Agreements and covenants hereinafter set forth, the parties hereto agree as follows:

I. Use of COU by MSHP.

1. The MSHP will notify COU of the need for assistance no less than 72 hours in advance.
2. The MSHP will designate essential personnel and equipment and only grant those identified as such access to COU. MSHP will cooperate with any background checks deemed necessary by the City in order to assure compliance with all requirements of the Federal Aviation Administration and the Transportation Security Administration.

3. The City will provide adequate ramp space at COU for MSHP aircraft, which included three helicopters, four Cessna 182, one Cessna 210, and one King Air 250 for a period of thirty days.
4. Use of ramp space may be extended beyond the initial period of thirty days by the City, in which case the city will establish the length of the extension, and occupancy shall continue under this Agreement.
5. Use of ramp space also may be extended beyond the initial period of thirty days by an Agreement of the parties executed in the same manner as this Agreement, and such an Agreement may include a charge of reasonable rent for the space used by MSHP.
6. In the absence of an Agreement reached in accordance with the preceding paragraph, or any extension granted by the City, use of the ramp beyond the initial thirty days shall constitute a taking by the MSHP.
7. Each party will designate a representative for the purpose of administering this Agreement between MSHP and the City.
8. The MSHP representative is designated as the Superintendent of the Highway Patrol. The Superintendent of the Highway Patrol may designate, by written notice, other persons having the authority to act on behalf of MSHP in regards to this Agreement.
9. The City representative is designated as the Airport Manager of COU. The Manager of COU may designate, by written notice, other persons having the authority to act on behalf of COU in further performance of this Agreement.

II. Term.

The term of this Agreement shall commence on the Effective Date, and shall continue until the date that is one (1) year following the Effective Date. Thereafter, the Agreement shall automatically be renewed for successive terms of one (1) year, unless the Agreement is terminated pursuant to the Termination provisions of this Agreement.

III. Termination.

1. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual Agreement by both Parties.
2. By Convenience. With thirty (30) days written notice, either Party may terminate this Agreement for convenience.

IV. FAA Required Contract Terms.

1. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor (i.e. MSHP), for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor (i.e. the City) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the

sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

2. Clauses for Access to Real Property

- A. MSHP for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

3. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor (i.e. MSHP), for itself, its assignees, and successors in interest (hereinafter referred to as the

“Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

V. General Provisions.

1. **COSTS.** The use and occupancy of any portion of COU by MSHP will be without cost or expense to the City. MSHP will reimburse the City for expenses incurred by the City as a result of the use of COU by MSHP, provided such expenses are properly documented. MSHP will not be responsible for general operating costs, but will only be responsible for those costs specifically attributable to MSHP. It is understood and agreed between the parties that MSHP's obligation under this paragraph is contingent upon the MSHP receiving appropriations from the Missouri General Assembly. In the event that sufficient funds are not appropriated by the Missouri General Assembly, MSHP shall immediately notify City of the event of non-appropriation.
2. **LIABILITY INSURANCE.** As set forth in sections 105.711 to 105.726, RSMo., the State of Missouri has established a Legal Expense Fund for the payment of any claim or any amount required by a final judgment of a court of competent jurisdiction. Accordingly, MSHP does not maintain public liability insurance and does not abrogate its sovereign immunity except as required by sections 537.600 to 537.650, RSMo.
3. **RESTORATION OF CASUALTY LOSSES.** In the event of fire or other loss occurring at COU as a result of MSHP operations including the activity of any person or entity entering onto COU property as a result of MSHP activity, MSHP shall within ninety (90) days thereafter (unless extended by Agreement) promptly restore the damage to the condition existing prior to such loss. If a complete loss of any structure occurs, the City may rebuild the structure and seek reimbursement from the State of Missouri for the cost of replacing the lost structure.
4. **TRASH, GARBAGE, ETC.** MSHP shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the its operations. MSHP shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse. That arrangement may be

made with the City and, if so, any added costs for such disposal may be charged to MSHP in accordance with Section V.1, above.

5. SUBORDINATION TO U.S. GOVERNMENT. This Agreement shall be subordinate to the provisions of any existing or future Agreement(s) between the City and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City for Federal funds for the development of the Airport. During the time of war or national emergency, City shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended.
6. AIRPORT PROTECTION. It shall be a condition of this Agreement, that the City reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in that airspace such noise as may be inherent in the operation of aircraft, and for use of the airspace for landing on, taking off from or operating on the airport. MSHP agrees to prevent any use of COU that would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
7. NOTICES. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

Airport Manager
Columbia Regional Airport
11300 S. Airport Dr.
Columbia, MO 65201
Telephone: (573) 817-5064

All payments required of MSHP by this Agreement shall be delivered by the due date to:

Columbia Regional Airport
PO Box 6912
ATTN: Treasury
Columbia, MO 65205

And notices, consents and approvals to MSHP addressed to:

Missouri State Highway Patrol
Office of the Superintendent
General Headquarters
1510 East Elm Street
Jefferson City, MO 65101
Telephone: (573) 751-3313

Either party may, by written notice in the manner herein provided, designate a different point of contact for that party.

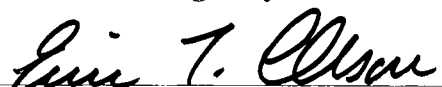
8. NO OTHER PROMISE OF FUNDING. Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures, if any.
9. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this Agreement.
10. NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
11. SEVERABILITY. Nothing in this Agreement is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this Agreement are severable and, in the event any provision of this Agreement is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this Agreement. If feasible, the offending provision shall be replaced with an enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
12. NO PRIVATE RIGHT. This Agreement is between MSHP and City. It does not create nor confer any right or benefit that is substantive or procedural, enforceable

by any third party against the parties, or other officers, employees, agents, or associated personnel of the parties. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.

13. **ISSUE RESOLUTION.** Throughout the course of this Agreement, issues such as scope, interpretation of provisions, and other concerns may arise. Both parties agree to appoint their respective points of contact to work in good faith towards resolution.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with regard to the terms matters set forth herein. This Agreement may be modified upon the mutual written consent of the parties, however any such changes must be in writing, duly signed by their authorized representatives. This Agreement, including any amendments, will be reviewed annually on or around the anniversary of its effective date.
15. **RESPONSIBILITY ONLY FOR OWN ACTIONS.** To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.
16. **NO WAIVER OF IMMUNITY.** Nothing in this Agreement shall be construed as a waiver by the State of Missouri or the City of Columbia of any applicable immunity, including sovereign immunity as enjoyed by the State and the City under § 537.600 of the Revised Statutes of Missouri.

The Memorandum of Understanding is hereby entered into between the Missouri State Highway Patrol and Columbia Regional Airport.

Missouri State Highway Patrol



Date: 12-27-2018

Lieutenant Colonel Eric T. Olson,
Acting Superintendent
Missouri State Highway Patrol

City of Columbia, Missouri

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/JKM 