

## TEMPORARY HOUSING AGREEMENT FOR FIRST RESPONDERS

This Temporary Housing Agreement (“Agreement”) is entered, between Stephens College, a Missouri benevolent corporation (“Stephens College”) and the City of Columbia, Missouri, a municipal corporation (“Licensee”), whose principal place of business is 705 East Broadway, Columbia Mo 65201 (each individually a “party” and together the “parties”), the effective date is the last date signed by either party.

**WHEREAS**, Stephens College is providing optional, temporary housing on its campus to Licensee during the response to the COVID-19 pandemic; and

**WHEREAS**, Licensee desires to enter into this Agreement with Stephens to make such temporary housing available to City’s first responders (Columbia Police Department and Columbia Fire Department), its employees, staff, other affiliated and/or contracted staff, family or visitors, and/or other agents desiring temporary housing (collectively hereinafter, “Occupants”), all in accordance with the terms described herein;

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. Temporary Housing. Stephens College has designated certain dormitories or buildings on its campus as optional, temporary housing (“Temporary Housing”) for Licensee’s Occupants. The Temporary Housing will be used by Occupants, including those who work in areas with a high COVID-19 population or have been exposed to the COVID-19 virus. Stephens College reserves the right to limit the duration of any Occupants’ use of the temporary housing or require any individual to stop using the Temporary Housing in its sole discretion.

2. Use. Licensee understands and agrees that Occupants’ use of the Temporary Housing is subject to the following terms:

a) Occupants shall comply with all applicable state, federal or city laws and regulations, and with the policies, regulations and directives of Stephens College pertaining to the use and occupancy of the Temporary Housing.

b) Occupants shall take good care of the Temporary Housing and maintain the space in as good order and condition as it was prior to an Occupant’s use.

c) Occupants must execute a temporary housing agreement, in the form of **Exhibit A**, which is attached hereto and incorporated herein by reference, prior to such Occupants using the Temporary Housing. Licensee shall require its Occupants to comply with the terms of such temporary housing agreement.

d) Licensee shall arrange for the **thorough cleaning and sanitizing** of all Temporary Housing at the conclusion of its Occupants’ use of said Temporary Housing.

3. Term. The term of this Agreement will begin on the Effective Date and end on **June 1, 2020**, at which time Licensee’s right to use the Temporary Housing under this Agreement will automatically expire. This Agreement may be terminated earlier, without cause or penalty, by either party upon fifteen (15) days’ prior written notice to the other party. The Agreement’s term may also be extended upon mutual agreement of the parties. Stephens College reserves the right

to limit the duration of any Occupant's use of the Temporary Housing or to require any individual to stop using the Temporary Housing in its sole discretion. Upon termination of the Agreement, all Occupants shall vacate the Temporary Housing and Licensee **shall arrange for the thorough cleaning and sanitization of the Temporary Housing.**

4. Insurance. Licensee shall maintain, during the term, Commercial General Liability insurance or self-insurance coverage with limits of at least \$1,000,000 minimum per occurrence and \$3,000,000 general aggregate, which shall include personal injury liability, and property damage to rented or leased property. Licensee shall keep in effect applicable worker's compensation insurance as required by law. Licensee is required to maintain coverages as stated; in the event that Licensee fails to maintain and keep in force the insurance, Stephens College shall have the right to cancel and terminate this Agreement forthwith and without notice. Certificates of insurance or proof of self-insurance coverage indicating the required minimum coverages outlined above should be provided to Stephens College upon execution of this Agreement. Stephens College will use best efforts to add City as an additional insured on their general liability policy.

5. Liability. STEPHENS COLLEGE ASSUMES NO LIABILITY WHATSOEVER FOR ANY PROPERTY PLACED BY LICENSEE OR ITS OCCUPANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, OR OTHER LICENSEES OR INVITEES IN STEPHENS COLLEGE'S BUILDINGS, PROPERTIES, OR FACILITIES, OR FOR ANY PERSONAL INJURY TO LICENSEE'S OCCUPANTS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES. LICENSEE ASSUMES FULL RESPONSIBILITY FOR THE ACTIONS OF LICENSEE'S PERSONNEL, INCLUDING OCCUPANTS, AND IS SOLELY RESPONSIBLE FOR PAYMENT OF SALARY (INCLUDING WITHHOLDING INCOME TAXES AND SOCIAL SECURITY), WORKER'S COMPENSATION AND DISABILITY BENEFITS. LICENSEE WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE TEMPORARY HOUSING OR ANY SYSTEMS, FIXTURES, FURNISHINGS, AND EQUIPMENT THEREIN CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF LICENSEE OR ITS OCCUPANTS, EMPLOYEES, AGENTS, , OR OTHER LICENSEES OR INVITEES, IN ALL CASES EXCEPT TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE NEGLIGENCE OF STEPHENS COLLEGE OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS.

6. Assignment and Subletting. Licensee does not have the right to assign this Agreement without the prior written consent of Stephens College, which consent may be granted or withheld in Stephens College's sole discretion.

7. Relationship. Neither Licensee nor any personnel of Licensee will for any purpose be considered employees or agents of Stephens College. It is understood that any relationship created by this agreement between the parties shall be that of independent contractors. Under no circumstances shall either party be deemed an employee of the other nor shall either party act as an agent of the other party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied and the parties expressly state that they have not formed expressly or impliedly any joint venture, joint enterprise, or partnership by virtue of this Agreement.

8. Amendment or Modification. This Agreement shall represent the entire Agreement by and between the parties concerning the subject matter described herein and it may not be changed except by written agreement duly executed by all parties.

9. Environmental Regulations. Licensee will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Temporary Housing, by Licensee, Licensee's Occupants, agents, employees, contractors, invitees, or other licensees without first obtaining Stephens College's written consent, which Stephens College may give or withhold in its sole discretion, or revoke at any time. If Stephens College consents, all Hazardous Substances must be handled at Licensee's sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. Without limitation, if Licensee, Licensee's Occupants, agents, employees, contractors, invitees, or other licensees causes or permits the presence of any Hazardous Substance on, in or about the Temporary Housing and this results in contamination of any part of the Temporary Housing, Licensee will promptly, at its sole cost and expense, take all necessary actions to return the Temporary Housing and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, Licensee shall first obtain Stephens College's approval for any such remedial action. "Hazardous Substance" means any substance regulated by any local government, the State of Missouri or the United States government. "Hazardous Substance" includes any material or substances which are defined as "hazardous materials," "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law.

10. Corporate Authority. Each party represents to the other that this Agreement and the transactions contemplated in this Agreement and the execution and delivery hereof have been duly authorized by all necessary proceedings and actions including, but without limitation to, action on the part of the directors, officers, and agents of said entity.

11. Nothing in this agreement shall constitute a waiver of the defense of sovereign immunity.

12. Miscellaneous. This Agreement shall be governed by the laws of the State of Missouri and venue for any action arising out of this agreement shall be in a court of competent jurisdiction in Boone County, Missouri. This Agreement shall be manually signed but may be delivered by facsimile, email or other electronic transmission, each of which shall constitute an original. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Time is of the essence.

**SIGNATURE PAGE TO FOLLOW**

APPROVED AS TO FORM *W*

\_\_\_\_\_  
Nancy Thompson, City Counselor

**STEPHENS COLLEGE:**

By: *Deanne Lynch*  
Name: *Deanne Lynch*  
Title: *President*  
Date: *5-4-20*

**CITY OF COLUMBIA:**

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

**ATTEST:**

\_\_\_\_\_  
Sheela Amin, City Clerk

## EXHIBIT A

### Acknowledgment, Consent and Release

**THIS IS A CONSENT and RELEASE OF RIGHTS - PLEASE READ AND UNDERSTAND BEFORE SIGNING.**

I am an individual over the age of eighteen (18) years. I understand that the Stephens College is providing optional, temporary housing for **Columbia Police and Fire Department** employees, other affiliated and/or contracted staff, family or visitors, and/or other agents desiring temporary housing during the COVID-19 pandemic. I further understand that space is limited and eligibility for the temporary housing will be determined according to the sole discretion of the Stephens College. Stephens College reserves the right to limit the duration of any individual's use of the temporary housing or to require any individual to stop using the temporary housing in its sole discretion.

Use of housing is optional and not required by the **City of Columbia** or Stephens College. I understand I may choose to leave the housing or seek medical care at a health care facility or medical office at any time. Risks associated with the housing include slips, trips and falls, as well as risk posed by other occupants, including but not limited to infection with COVID-19.

I understand that units in the housing may be used by persons who have been exposed to the COVID-19 virus or who have tested positive for COVID-19 and there is a risk that I could become infected with the COVID-19 virus as a result of exposure to others in the temporary housing. In accepting temporary housing, I hereby accept and assume this risk.

I agree to abide by the temporary housing policies listed below as well all policies and directives established by Stephens College regarding use of the temporary housing, including policies on infection control, visitors, food, pets, smoking, alcohol, sexual misconduct, firearms, parking and use of common spaces. The temporary housing is being provided at no personal cost to me. I agree, however, to be financially responsible for any damage caused by me to the premises or furnishings that is not the result of ordinary wear and tear. I understand and agree that Stephens College assumes no liability whatsoever for any of my personal property placed in Stephens College buildings, properties or facilities.

**Informed Consent:** While the temporary housing is not a medical facility, individuals using the temporary housing may be subject to screenings and medical evaluations to assess whether they may have COVID-19, and individuals who have tested positive for COVID-19 may receive medical treatments, evaluations, and screenings for their symptoms. I hereby consent to such screenings and medical evaluations as are deemed necessary or appropriate during my stay in the temporary housing.

In consideration for being permitted to stay in Stephens College temporary housing, I hereby release Stephens College and its trustees, officers, agents and employees from any and all liability, claims, demands, damages, losses, expenses, actions and causes of action whatsoever arising out of or relating to any loss, damage, illness or injury, including death, that may be sustained by me, or to any property belonging to me, in connection with traveling to or staying in the temporary housing described above. I voluntarily assume full responsibility for any risks of loss, property damage or personal illness or injury, including death, as may be sustained by me, or any loss or damage to property owned by me, as a result of my traveling to or staying in the temporary housing described above. It is my express intent that this Release shall bind the members of my family, if I am alive, and shall bind my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above-named released parties.

**I have carefully read this Acknowledgment, Consent and Release Form before signing it, and I understand the terms and conditions set forth herein. I am signing this Acknowledgment, Consent and Release Form as my own knowing and voluntary act. No representations, statements, or inducements, oral or written, apart from the foregoing written statements, have been made. This agreement shall be governed by the laws of the State of Missouri. The Circuit Court of Boone County, Missouri, shall be the exclusive venue for any lawsuits filed under or incident to this Acknowledgment, Consent and Release Form.**

Temporary Resident's Full Name: \_\_\_\_\_

Temporary Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Temporary Resident's Contact Information**

Cell phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_

Emergency contact number: \_\_\_\_\_

**Temporary Housing Policies**

- There are no pets allowed in the temporary housing.
- While on Stephens College property, temporary residents are required to abide by Stephens College policies, procedures and regulations.
- Smoking is prohibited on all Stephens College property. Stephens College is a smoke-free campus, and smoking is not permitted inside buildings (including the individual rooms) or outside buildings, in the parking garages, etc.
- The moderate use of alcohol by individuals over the age of 21 is allowed in Stephens College buildings. Possession or use of illegal, mood-altering drugs in Stephens College buildings is prohibited.
- Stephens College prohibits sex-based violence, including sexual misconduct, sexual exploitation, dating or intimate partner violence, stalking and sexual harassment.
- Stephens College prohibits discrimination on the basis of race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, gender expression, age, genetic information, disability, and veteran status.
- The possession of and discharge of firearms, weapons and explosives on Stephens College property is prohibited.
- Temporary residents found to be in violation of the policies outlined above or who fail to comply with requests or instructions from a Stephens College staff member, may be removed from the premises.