

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into as of the later of the ___ day of _____, 2021, or the execution of the Agreement by both parties ("Effective Date") by and between The Curators of the University of Missouri on behalf of University of Missouri Healthcare ("MU EMS") and City of Columbia, Missouri ("City").

WHEREAS, MU EMS operates an advanced life support ambulance service that provides ambulance services to central Missouri;

WHEREAS, City has law enforcement officers who are, at times, in need of medical expertise, training, and support both on scene and during drills; and

WHEREAS, both parties desire to coordinate expertise with respect to the medical support of law enforcement operations through the development of a Tactical EMS program.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

1. General Representations and Warranties. Each party represents and warrants that it has the full power and authority to enter into this MOU, to consummate the transactions contemplated, and to perform the obligations hereunder. This MOU has been duly executed and delivered, and this MOU constitutes each party's valid and binding obligation, enforceable in accordance with its terms.

2. Term and Termination. The initial term of this MOU shall commence as of the Effective Date and shall continue for two (2) years or until terminated in accordance with the terms hereof. This MOU shall automatically renew for successive two (2) year terms until terminated. Either party may terminate this MOU by providing the other party thirty (30) days written notice of its intent to terminate.

3. Duties and Obligations of MU EMS.

3.1 Administration. MU EMS will develop an operations manual, in conjunction with City that covers the administrative oversight of this program to include, but not be limited to, (i) member eligibility and selection; (ii) continuing education and training requirements; (iii) equipment selection, purchase, and maintenance; and (iv) delivery of medical training for law enforcement personnel.

3.2 Pre-deployment. MU EMS shall provide pre-deployment support including (i) pre-deployment coordination with appropriate organizations including, but not limited to, environmental support, air/ground transport assets, fire department and hazardous materials response and veterinary assets; and (ii) creation of a medical risk assessment and recommendations in support of law enforcement operations; and (iii) injury assessment and treatment during training evolutions. This does not convey provision of occupational medical services for law enforcement members.

3.3 Deployment. MU EMS shall provide the following deployment support: (i) Provide care to patients in a semi-permissive environment under direction of Tactical Emergency Medical Service's Medical Director using medical protocols established by the Medical Director; (ii) Monitor medical effects of environmental conditions on member and team performance, and (iii) Request and coordination of resources required for appropriate care and management of any patient.

3.4 Post-Deployment. MU EMS shall create and submit a post deployment summary of events in conjunction with City. Medical documentation will be provided to Medical Director for review.

4. Duties and Obligations of City.

4.1 General Participation. City shall accept the Tactical EMS Personnel assigned by MU EMS and cooperate in the orientation of all Tactical EMS Personnel, as follows:

- (i) City's staff will be accessible as resources and provide support as needed to assist MU EMS in administration, pre-deployment, deployment, and post deployment functions as reasonably required.
- (ii) City will notify MU EMS of its policies and procedures that may affect this MOU and provide appropriate orientation as necessary.
- (iii) Use reasonable efforts to ensure that appropriate safety measures for MU EMS personnel are maintained during training and operations. However, nothing in this agreement shall be construed as a waiver of sovereign immunity by any party.
- (iv) Provide opportunity and access for training in law enforcement operations.
- (v) City shall permit MU EMS Tactical EMS Personnel to use facilities and equipment appropriate to the execution of their duties pursuant to this MOU.
- (vi) Provide for and/or support on scene communications for MU EMS Tactical Team members. This could include the provision of portable radio communications and/or authorize the use of radio frequency sharing with MU EMS.
- (vii) Participate in coordination meetings with MU EMS to assist in program effectiveness and sustainability.
- (viii) Report any issues with MU EMS Tactical EMS personnel to MU EMS Leadership

5. No Compensation. Neither party shall earn or receive any compensation from the other party in return for the performance of the duties and obligations described herein. Members will remain employees of the respective agencies in all respects to include pay, benefits, worker's compensation, training, & discipline.

6. No Assignment. The rights and obligations provided under this MOU are not assignable without written consent of the non-assigning party. Any such assignment made or attempted without such required consent is void.

7. **Amendments.** Amendments may be made to this MOU only upon the mutual consent and approval in writing by both parties.

8. **Notices.** All notices and other writings required or permitted to be given under the terms of this MOU shall be hand-delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, to the parties as follows:

To City: Chief of Police
600 E Walnut
Columbia, MO 65201

To MU EMS at: MU Health Care
Attn: Executive Director, Payer Strategy & Health
System Contracting
One Hospital Dr., DC406.00
Columbia, MO 65212

9. **Severability.** Each provision, section, subsection, paragraph, and clause herein shall be severable from every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.

10. **No Promise of Funding.** Other than as specifically set forth herein, this MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this MOU. 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 any appropriation, tender, or allocation of funds for such expenditures.

11. **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 MOU.

12. **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.

13. **No Private Right.** This MOU is between City and MU EMS. 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 MOU 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.

14. **Issue Resolution.** Throughout the course of this MOU, issues such as scope, interpretation of provisions, and other concerns may arise. Both parties agree to appoint a representative to work in good faith toward a resolution.

15. **Responsibility Only for Own Actions.** To the extent governed by Missouri law and without waiving sovereign immunity, 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. **Assumption of Risk and Liability Only for Own Actions.** Each party agrees, to the extent allowed by Missouri law and without waiving sovereign immunity, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this MOU. Applicable state law shall govern each party's liabilities.

17. **Section 34.600, RSMo Certification.** If this Agreement involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if either party is a company with ten (10) or more employees, then each party certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

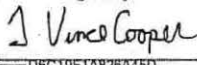
18. **Entire Agreement.** This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof. This MOU supersedes any and all prior or contemporaneous representations, negotiations, promises, covenants or discussions, whether oral or written, if any, between the parties relating to the subject matter hereof.


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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers on the day and year first written above.

City of Columbia

The Curators of the University of Missouri on behalf of University of Missouri Health Care

DocuSigned by:

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John Glascock 
City Manager
Health System Contracting


T. Vince Cooper
Executive Director, Payer Strategy &

Date

Date 5/27/2021 | 1:05 PM CDT

ATTEST:

City Clerk, Sheela Amin

APPROVED AS TO FORM: 

City Counselor, Nancy Thompson

Approved as to
Legal Form





05/07/2021