

LICENSE AGREEMENT FOR USE OF SHOWER TRAILER AND PREMISES

THIS LICENSE AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and COMO Mobile Aid Collective, a nonprofit corporation organized in the State of Missouri (hereinafter "Agency"), is hereby entered into as of the date of the last party to execute the Agreement (the "Effective Date").

WITNESSETH:

WHEREAS, City owns real property located at 1509 Ashley Street, Columbia, Missouri (hereinafter "Property");

WHEREAS, City currently has two local community groups using a portion of the Property to provide services to residents of Columbia;

WHEREAS, City also owns a mobile shower trailer which is seasonally located on the Property;

WHEREAS, Agency desires to utilize City's shower trailer on the Property to run a shower program for residents of Columbia; and

WHEREAS, Agency also desires to run a free medical clinic service on the Property.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. **LICENSE FOR USE THE PROPERTY:**

- a. Subject to the following terms, conditions, and the other requirements set forth in the Agreement, City hereby grants Agency a non-exclusive, revocable license to use the Property at the locations indicated in Exhibit A for its shower program, its free medical clinic, and for volunteer parking (hereinafter "Premises"). Any use of the Ashley Street Building for any purpose requires the consent of the City's Designated Representative and the consent of the other licensees.
- b. **Schedule of Agency's Use.** Unless the license is revoked by the City, City hereby grants Agency a non-exclusive, license to use the Premises according to the Schedule set forth in Exhibit B. City's Designated Representative may make changes to the Schedule with written notice to Agency.
- c. **Agency's Responsibilities.** Agency shall regularly clean the Premises and shall maintain the Premises in good order, condition and repair in a manner consistent with the operation of comparable facilities. Agency shall secure the Premises when not in use and shall be responsible for the security of the Premises during the license term.
- d. **Hazardous Materials.** No Hazardous Materials shall be used, kept, treated, stored, sold, released, discharged or disposed of from, on, about, under

or into the Premises except in compliance with Applicable Laws and as approved by City in writing. If any Hazardous Materials Occurrence caused by Agency results in any contamination of the Premises, City Property or neighboring property, Agency shall promptly take all actions at its sole expense to clean up the materials and as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result on the Hazardous Materials Occurrence. Except in the cases of emergency, City's written approval of such actions shall first be obtained.

e. City's Access to the Premises. City has the right, at reasonable times and (except in the case of emergency) following advance notice to Agency, to enter and to permit any governmental agency, public or private utilities and other persons to enter upon the Premises as may be necessary for the purposes of the administration of the Agreement and or the City Property as determined by the City and to close the Premises when immediate danger to life or property is discovered.

f. This Agreement does not vest in Agency any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the City. The granting of the license for the use of the Premises is done as an accommodation to Agency. No transferable interest to Agency is created. The license does not subordinate the City's use of the Premises to the Agency.

g. Agency's use of the Premises is a non-exclusive license, and may be revoked at any time by the City in the City's sole discretion.

h. Authorized Uses. Agency may use the Premises for the operation of medical clinic services to persons located within the city limits of Columbia, Missouri according to the approved schedule.

2. LICENSE FOR USE THE SHOWER TRAILER:

a. Subject to the following terms, conditions, and the other requirements set forth in the Agreement, City hereby grants Agency a non-exclusive, revocable license to use the City's Shower Trailer (hereinafter "Trailer") at the location indicated in Exhibit A for its shower program.

b. Schedule of Agency's Use. Unless the license is revoked by the City, City hereby grants Agency a non-exclusive, license to use the Trailer according to the Schedule set forth in Exhibit C. City's Designated Representative may make changes to the Schedule with written notice to Agency.

c. Operational Requirements: Agency shall operate its shower program in accordance with the Requirements set forth in Exhibit D. City's Designated Representative may make changes to the Operational Requirements with written notice to Agency.

d. Agency is solely responsible for inspecting the Trailer for safety prior to and during its use.

e. During Agency's operation of the Trailer, Agency is solely responsible for maintaining and operating the Trailer in a safe, clean and sanitary condition, and for disposing of all waste, in an appropriate manner that meets all federal, state, and local waste disposal requirements.

f. Should Agency fail to maintain the Trailer to the satisfaction of the City or otherwise create a nuisance or public health concern, the City reserves the right to immediately revoke the license, to cure and bill the Agency for all costs.

g. During Agency's operation of the Trailer, Agency shall be solely responsible for cleaning the Trailer after each use. During its operation of the Trailer, Agency shall maintain the Trailer in good operating condition, except for reasonable wear and tear.

h. During its operation of the Trailer, Agency shall be responsible for repair of any part of the Trailer damaged due to misuse or abuse. All repairs must be completed by licensed contractors approved by the City and in accordance with the manufacturer's recommendations. Agency shall be responsible for all repair costs.

i. It is expressly understood that the License is merely a nonexclusive, revocable, and unassignable permission to use the Trailer in accordance with these requirements for the mobile shower program only and no estate or interest in the Trailer is being conveyed. Title to the Trailer at all times is with and shall remain solely with the City. The granting of the license for the use of the Trailer is done as an accommodation to Agency. No transferable interest to Agency is created. The license does not subordinate the City's use of the Trailer to the Agency.

j. The City may revoke the License at any time and for any reason.

k. City may immediately revoke the License in the event of a failure or refusal on the part of the Agency to keep or perform any of the terms or conditions herein. Failure of the City to revoke the License for noncompliance shall not constitute a waiver of the terms or conditions.

3. CITY'S RESPONSIBILITIES FOR TRAILER:

a. City will provide water, cleaning supplies, hand soap, toilet paper, paper towels, and trash service.

b. City will provide Agency with training on the operation of the Trailer, including but not limited to basic cleaning methods and handling of used needles and other waste.

4. CONSTRUCTION ON THE PROPERTY. The Parties anticipate that there may be construction on the Property, which may impact Agency's use of the Trailer or Premises. Agency agrees that City's Designated Representative may temporarily relocate the Trailer or designated Premises as need for construction activities on the Property. City's Designated Representative may also

temporarily suspend Agency's use of the Property, Trailer or Premises when needed for construction, maintenance or repair.

5. NON-EXCLUSIVE USE OF THE PREMISES. Agency's use of the Premises is non-exclusive. City may allow city staff and other social service providers to use the Premises to provide services to the public. Agency shall cooperate with all other authorized users of the Premises.
6. "AS IS" CONDITION OF THE PREMISES AND TRAILER: Agency accepts the Premises and Trailer in the existing "as is" condition and acknowledges that Agency does not rely on, and City does not make, any express or implied representations or warranties as to any matters, including but not limited to, any characteristics of the Premises or improvements thereon or the Trailer, the suitability of the Premises and Trailer for the intended uses, the programmatic feasibility of Agency's use and occupancy of the Premises and Trailer, or the presence of any hazardous materials on or in the vicinity of the Premises or Trailer. Agency represents that Agency has exercised due diligence and made a thorough, independent examination of the Premises and Trailer; and all matters relevant to the Agency's decision to use the Premises and Trailer, and Agency is thoroughly familiar with all aspects of the Premises and Trailer and is satisfied that the Premises and Trailer are in an acceptable conditions and meet the Agency's needs.
7. FORBIDDEN USES: In no event shall the Premises or Trailer be used for any purpose that is not permissible, or even if so permissible, that may be dangerous to life, limb, property or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode, or that otherwise harms the health and welfare of the City, including property, residents, resources and/or visitors; or that results in any discharge of Hazardous Materials in, on or under the Premises or Property.
8. SIGNAGE: Agency shall not post signs on the Premises of any nature without City's prior written approval.
9. PERMITS AND APPROVALS: Agency shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Agreement.
10. ALTERATIONS: Agency shall not make alterations of any nature to the Premises or Trailer without the written permission of the City.

11. **SURRENDER AND HOLDING OVER:** On or before the end of the Term or upon the revocation of the License, Agency shall peaceably surrender and vacate the Premises, remove Agency's personal property, and return the Premises, including all furniture, fixtures and equipment, to as good an order and condition that existed on the Effective Date. For these purposes, the Parties shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by Agency to City for City's furniture, fixtures, and equipment, or elements of the Premises shown to be lost, damaged, or destroyed. Any such furniture, fixtures or equipment or other elements of the Premises or Trailer shall either be replaced or returned to the condition required under this Section by Agency, ordinary wear and tear excepted, or at the election of City, reimbursement made therefore by Agency at the then current market value thereof. This License shall end upon the Expiration Date or Termination Date and any holding over by Agency or the acceptance by City of any form of payment or other charges after such date shall not constitute a renewal of this Agreement or give Agency any rights under this Agreement or in or to the Premises.
12. **TERM:** This Agreement shall be for a term commencing on the Effective Date, and shall continue, unless otherwise terminated as set forth herein, until October 31, 2026.
13. **TERMINATION:**
 - a. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the Parties.
 - b. **For Convenience.** Either party may terminate this Agreement with thirty days written notice to the other party.
 - c. **For Default.** Should Agency be in default of this Agreement, City may immediately terminate the Agreement with written notice.
14. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Agency shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Agency, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Agency or a subcontractor for part of the services), of anyone directly or indirectly employed by Agency or by any subcontractor, or of anyone for whose acts the Agency or its subcontractor may be liable including but not limited to volunteers, in connection with providing these services and its use of the trailer and Premises. This provision does not, however, require Agency to indemnify, hold harmless, or defend the City of

Columbia from the City's own negligence. This clause shall survive termination of the Agreement.

15. **PROFESSIONALISM:** Agency shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If AGENCY fails to meet the foregoing standards, AGENCY shall perform at its own cost, the professional services necessary to correct errors and omissions which are caused by Agency's failure to comply with the above standard.
16. **INDEPENDENT ENTITY:** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Agency is an independent organization, and not CITY's employee or contractor for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Agency will retain sole and absolute discretion in the judgment of the manner and means of carrying out Agency's activities and responsibilities hereunder. Agency agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Agency and City, and City will not be liable for any obligation incurred by Agency, including but not limited to unpaid minimum wages and/or overtime premiums.
17. **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.
18. **SUBCONTRACTS:** No services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the City. Any subcontractor or shall be subject to all conditions and requirements of this Agreement.
19. **NO ASSIGNMENT.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither

Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

20. NO THIRD-PARTY BENEFICIARY: No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.
21. 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.
22. EQUAL OPPORTUNITY: Agency shall comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable federal, state, and local laws which prohibit discrimination in employment, public accommodation, and the delivery of services on the basis of race, color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing), or any other legally protected category.
23. AMERICANS WITH DISABILITIES ACT: Agency shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Agency shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
24. GOVERNING LAW AND VENUE: This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of 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.
25. GENERAL LAWS: Agency shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

26. CERTIFICATION/LICENSING: Agency agrees to comply with all applicable local/state/federal certification and licensing requirements and applicable laws and to remain in "good standing" with all applicable oversight entities.
27. HIPAA and HITech: If the Agency receives patient protected health information, Agency shall maintain the protected health information in compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITech), the implementing regulations and guidance. To the extent required by law, Agency shall keep patient protected health information confidential for as long as the data is maintained. This clause shall survive termination of the Agreement.
28. MONITORING: Agency agrees to permit the City or its designee(s) to monitor, survey and inspect Agency's services, facilities, and client records, to determine compliance and performance with this Agreement, except as prohibited by laws protecting client confidentiality. In addition, Agency hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the City or its designee(s) all records, facilities and personnel, for auditing, inspection, and interviewing.
29. AUTHORIZED REPRESENTATIVES: The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.
30. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
31. NOTICES AND DESIGNATED REPRESENTATIVES: Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Public Health and Human Services Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to Agency:
COMO Mobile Aid Collective
1605 Blue Ridge Road
Columbia, MO 65202-1759
ATTN: Catherine Armbrust

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail. For purposes of this Agreement, the Parties Designated Representatives are those persons designated to receive notices pursuant to this Section, or any such person so designated by written notice in accordance with the terms set forth herein.

32. **INSURANCE:** Agency shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Agency is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Agency under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI. With the City's Risk Manager's written approval, coverage may be provided through a self-insurance program.
- a. **Workers' Compensation & Employers Liability.** Unless waived by City's Risk Manager, Agency shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
 - b. **Commercial General Liability.** Agency shall maintain Commercial General Liability at a limit of \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - c. **Business Auto Liability.** Unless waived or reduced by the City's Risk Manager in writing, Agency shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event Agency does not own automobiles, Agency agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate

- Business Auto Liability policy.
- d. Professional Liability (Medical Malpractice/Healthcare Services). If Agency uses licensed professionals to provide medical care and treatment, Agency agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$1,000,000 per occurrence and \$6,000,000 aggregate. For policies written on a "Claims-Made" basis, Agency agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract.
 - e. Agency may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Agency agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - f. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the services to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement. Agency is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Agency fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.
 - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Agency and/or Agency's employees and/or volunteers and/or subcontractors.

33. CONTRACT DOCUMENTS: This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Map of Property with Approved Locations for Shower Trailer and Medical Clinic
B	Schedule for Use of the Premises
C	Schedule for Use of the Shower Trailer
D	Trailer Operational Requirements

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

34. ENTIRE AGREEMENT: This Agreement represents the entire and integrated Agreement between Agency and City relative to the use of the shower trailer and Premises herein described. All previous or contemporaneous agreements, representations, promises and conditions relating to Agency's use of the Trailer and Premises described herein are superseded.

{SIGNATURES ON FOLLOWING PAGE}

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

PR

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/bt

AGENCY:

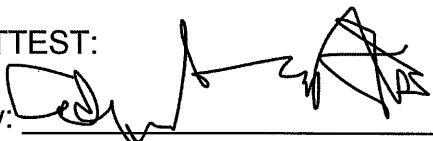
By: _____
Steph Yoakum

Printed Name: _____
Steph Yoakum

Title: _____
Operations Manager

Date: _____
6/11/2026

ATTEST:

By: _____


Name/Title: _____
Catherine Armbrust, Director, COMAC

Exhibit A- Map of Property with Approved Locations for Shower Trailer and Medical Clinic

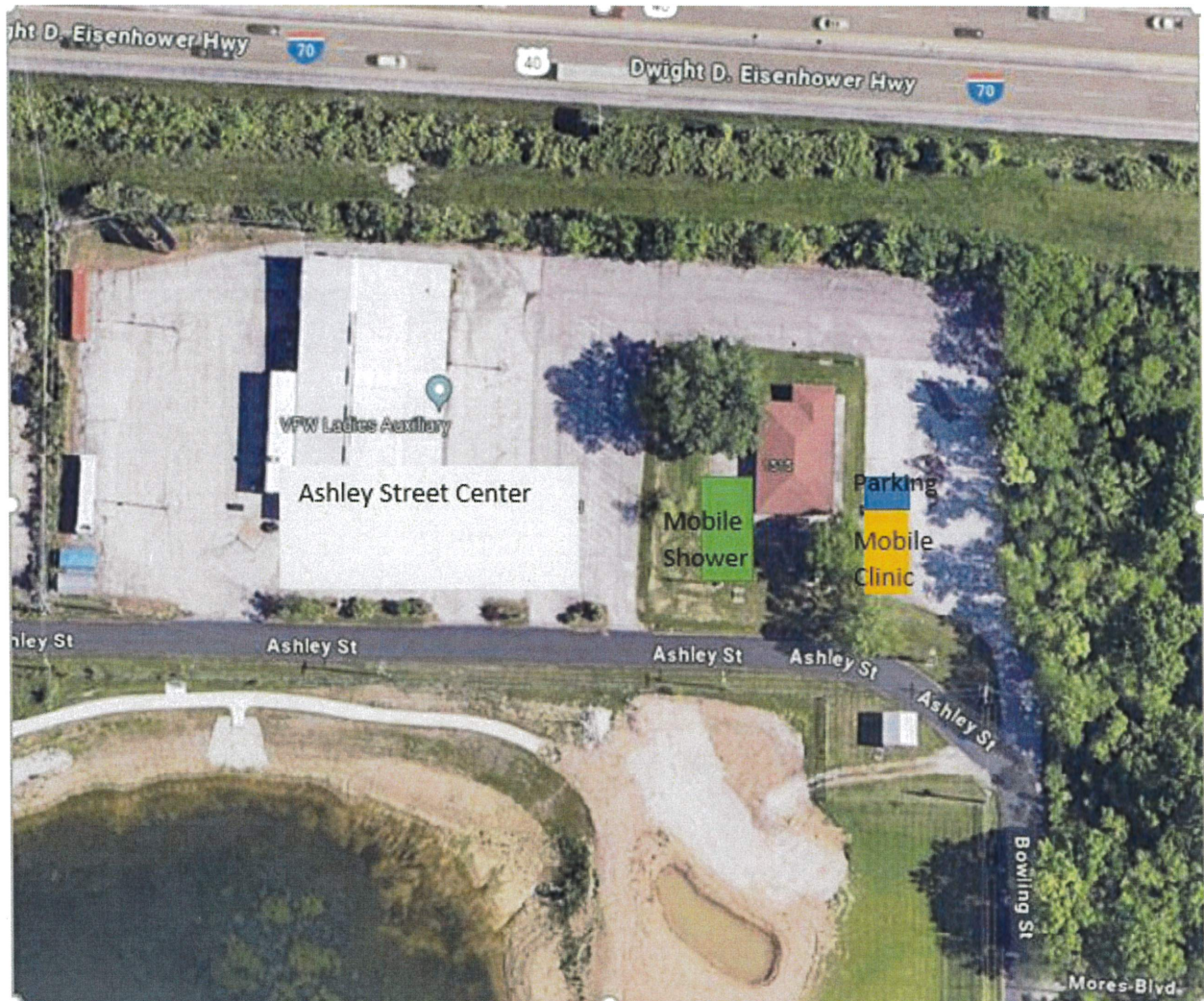


Exhibit B- Schedule for Use of Premises

The mobile clinic trailer may be parked in the location indicated in Exhibit A twenty-four hours per day for the period of the effective date of the agreement through October 31, 2026.

The mobile clinic may be operated in the location indicated in Exhibit A on Mondays and Thursdays from 3:30 - 6:30 p.m. for the period of the effective date of the agreement through October 31, 2026. Parking for the operation of the mobile medical clinic shall be in the location indicated in Exhibit A, for the same time period.

Exhibit C- Schedule for Use of Shower Trailer

Monday and Thursday from 3:30PM through 6:30PM from the effective date of the agreement through October 15, 2026, weather permitting.



CITY OF COLUMBIA
Shower Trailer
Operational Requirements

The intent of the City of Columbia (City) Mobile Shower Program is to partner with community-based providers to provide access to showering for unsheltered individuals in Columbia, MO using the City's mobile shower trailer. The City's mobile shower trailer contains three bathrooms with showers, one of which is fully ADA accessible.

The mobile shower is located at the City's Ashley Street Center 1509 Ashley St., Columbia, MO 65201. Community-based providers may request to use the mobile shower for use from 9:00 a.m. - 7:00 p.m. Monday – Friday during the period April 15 – October 15.

Responsibilities of Service Provider

The Provider agrees to:

- Identify persons experiencing unsheltered homelessness in Columbia and facilitate their access to the mobile shower trailer on the approved date(s).
- Facilitate safe usage of the mobile shower trailer, following the attached *Courtesy Rules*. This includes the provision of toiletries, towels and waste management.
- Clean the mobile shower trailer after each use, following the attached *Shower Cleaning Checklist*.
- Monitor the propane levels and notify the City when one propane tank is emptied.
- Notify the City immediately of any issues with the shower trailer.

Responsibilities of City of Columbia

The City will provide or facilitate:

- The mobile shower trailer in the designated location on the requested date(s), ready for use. This includes the provision of the water source, generator fuel or electric service, and propane.
- Hand soap, toilet paper, paper towels, and waste disposal containers.
- Cleaning supplies.
- Waste disposal.
- Waste pumping.

Contact

Columbia/Boone County Dept. of Public Health and Human Services
Attn. Kari Utterback, Human Services Manager
1005 W. Worley St.
Columbia, MO 65203
humanservices@CoMo.gov
573.874.7488