

**MEMORANDUM OF UNDERSTANDING
MASS MEDICAL TREATMENT SITES**

This Memorandum of Understanding ("MOU") is entered into on the date of the last signatory noted below, by and between the Columbia School District No. 93 ("CPS) and the City of Columbia, Missouri, on behalf of the Columbia/Boone County Public Health and Human Services Department ("City").

WHEREAS, the City's Department of Public Health and Human Services may require alternate sites for providing mass medical treatment in the event of an emergency; and

WHEREAS, CPS is willing to provide such alternate sites to the extent it is able; and

WHEREAS, the Parties desire to terminate a July 22, 2006 Agreement related to mass medical treatment sites and replace the 2006 Agreement with this MOU.

NOW, THEREFORE, in consideration of the mutual agreements set out herein, the Parties agree as follows:

1. CPS agrees that, after meeting its emergency responsibilities to its students and staff, it will permit, to the extent of its ability and upon request of the City, the use of the following facilities on a temporary basis, for treatment sites:
 - Hickman High School
 - Rock Bridge High School
 - Smithton Middle School
 - Lange Middle School
2. CPS will perform a facility evaluation before releasing the facility to City. Any valuable property not required for public health activities will be secured, to the extent reasonably possible.
3. City will exercise reasonable care in the conduct of its activities on CPS property and will, when provided with documented inventory and cost information, replace or reimburse CPS for any food or supplies used and for any damage to the facility or equipment arising from the City's use of the facility.
4. Upon completion of the public health activities, City will leave the facility in its original condition, reasonable wear and tear excepted.
5. A representative of the City's Department of Public Health and Human Services will meet with a designated CPS representative periodically to evaluate the necessity for the continuation of operations and to resolve any other operational concerns.
6. If CPS requests that a treatment site is relocated before the end of operations, the City agrees to relocate within forty-eight (48) hours of CPS' request.

7. The City is responsible for establishing, staffing, maintaining and dismantling the operations of the treatment site.
8. The City agrees that in using CPS' facilities it shall adhere to and obey all applicable Policies and Procedures of CPS' Board of Education.
9. To the extent not prohibited by law and without waiving sovereign immunity, the City agrees that it will defend, hold harmless and indemnify CPS from any legal liability in respect to bodily injury, death, and property damage arising from the City's use of the facility.
10. This MOU may be amended by mutual agreement of the parties, in writing, at any time and may be terminated by either party upon sixty (60) days' written notice to the other party.
11. Reserved.
12. Except as otherwise required by law, nothing in this MOU shall require CPS to take any action that would be in violation of the Policies and Procedures of CPS' Board of Education.
13. This MOU shall remain in effect for a term beginning on the date of the last signatory noted below and ending June 30, 2022, unless otherwise terminated by either party as permitted herein. Thereafter, the MOU shall be renewed for successive terms of one year upon mutual written agreement by both parties, unless the MOU is terminated pursuant to the provisions of this MOU.
14. Governing Law and Venue. This MOU 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.
15. No Waiver of Immunities. In no event shall the language of this MOU 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Memorandum of Understanding on the dates set forth below.

**CITY OF COLUMBIA, MISSOURI, on behalf
of the COLUMBIA/BOONE COUNTY PUBLIC
HEALTH AND HUMAN SERVICES
DEPARTMENT**


By: _____
John Glascock, Interim City Manager

Date: _____


ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw 

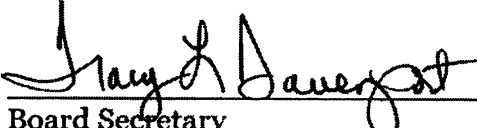
COLUMBIA SCHOOL DISTRICT NO. 93

By: 

Helen Wade, Board President

Date: _____ 09/09/2019

Attest:



Board Secretary