City of Jefferson Hyde Park
Facility Use Agreement

1. Premises.
THIS AGREEMENT, made and entered into the date last executed by a party (the "Effective Date") as indicated below, by and between the City of Jefferson, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "City", and the City of Columbia, a municipal corporation of the State of Missouri, hereinafter referred to as "User". The City does hereby grant use of the facility or operation thereof located on Hyde Park Road ("Facility") Jefferson City, Missouri, County of Cole, to User for the purposes listed within this Facility Use Agreement.

2. Terms.
This agreement shall cover User's use at the Facility for the following periods of time: the Effective Date, to December 31, 2026, on as as-needed basis, and subject to Facility availability.

3. Equipment and Supplies.
User shall be solely responsible for any and all materials and equipment necessary for the specified use. For use of any part of the training ground, apparatus building, training tower or parking pad the User shall:

- Report any damage immediately to Fire Administration,
- Submit a training plan that details planned use(s) of the facility,
- Provide any necessary EMS standby as necessary for the training evolution,
- Use of chemical deterrent type weapons, including pepper spray or other irritants is prohibited.

a. Please check mark the equipment or room the User will be utilizing in the table below:

General Use of the Building	✓
Collapse Prop, CSR Prop or Trench Prop	✓
Training Room Use	✓
Live Fire Evolutions	✓
Live Fire Evolutions involving gas fire prop (Floor 2)	✓

1. Please check mark the type of training User will be participating in the below table:

Driver's Training	✓
Classroom only	✓
Confined Space/Trench/Collapse	✓
Rope Rescue	✓
Fire Training	✓
Apparatus Maintenance/Testing	✓
Other (please describe):	

b. For General Use of Building, User shall:
- Must return all features of the building to its starting condition
- No personnel are allowed or in reserve apparatus without the express written permission of Fire

Administration.
- Restrooms must be cleaned and restocked.

c. For use of the Collapse Prop, CSR Prop or Trench Prop User shall:
- Area shall be left as found
- Any soil placed in trench prop shall be removed at the conclusion of training,
- Any debris or refuse created by the training shall be removed.

d. For use of the Training Room, User shall:
- All chairs returned under table and neatly arranged
- Any tables moved returned to the configuration found,
- Food & drinks are prohibited
- Lights in bays and training rooms turned off
- Food and drinks placed in the refrigerator must be removed
- Turnout gear is prohibited in restrooms, kitchenette, and classroom.

e. For use of Live Fire Evolutions, User shall:
- Perform live burn evolutions in accordance with NFPA 1403
- Notify Jeff Central at the beginning and conclusion of live burn evolutions
- Utilize "the bulk hydrant" for water supply
- Do not exceed 800 degrees Fahrenheit sustained temps at ceiling level as outlined in the use manual produced by the building manufacturer.
- Report the estimated water use for the training evolution,
- Clean Class A materials remaining post burn from the rooms and place in dumpster
- Lock and secure all doors, and windows at conclusions of training evolutions.

f. For use of Live Fire Evolutions involving the Gas Fire Prop (Floor 2), User shall:
- Record starting propane level
- Report finishing propane level
- JCFD Representation or end-user trained and confirmed by JCFD
- Perform all shut down procedures.

4. Insurance.

Each Party shall provide and maintain during the term of this agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," or equivalent self-funding, for itself and its representatives performing obligations under this Agreement, that shall protect the User, the City, and the City's officials, officers, and employees from claims which may arise from operations under this agreement, whether such operations are by the User, its officers, directors, employees and agents, or any subcontractors of the User. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all User operations, products, services or use of automobiles at a limit of $500,000 Each Occurrence, $3,500,000 Annual Aggregate; provided that nothing herein shall be deemed a waiver of the sovereign immunity for either Party. All such insurance or self-funding shall be kept and maintained without cost or expense to the other Party.

5. Use and Maintenance of Building and Premises.

User shall be responsible for repair to any damage caused to the facility by its employees, agents, participants, or spectators, at its sole expense, and shall leave the facility in the same condition of cleanliness as they found it. User shall comply with all State, federal, local, and all City of Jefferson, statutes, policies, regulations, and ordinances including but not limited to all fire, safety, and public safety requirements ("laws"). The facility shall be used only for purposes that conform to, and in a manner consistent with, such laws and only for the purposes as described herein.

City shall maintain the facility in a clean, orderly, and safe condition on the inside and shall take the steps

necessary to ensure that the area around the facility be maintained in a reasonably aesthetic, clean and safe condition.

To the extent permitted by Missouri law and without waiving sovereign immunity, each party shall protect, indemnify and hold the other party harmless from and defend against any and all claims, demands, actions, settlements, costs, damages, judgments, liability and expense of any kind, based upon or arising from injuries or damages to persons or property in connection with the negligence or recklessness of that party in complying with its obligations under this Agreement.

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 constitution or laws.

User agrees to provide no less than 7 days advance notice of cancellation of a training event governed by this Agreement.

City reserves the right to cancel this reservation if, in its sole discretion, it has reason to believe that the facility use will conflict with this Agreement or the facility is needed for City's activities.

6. Acts of God.
Whenever, as a result of any cause beyond the control of either party, acts of God or any law, order of regulation of any governmental agency, the premises have been damaged or destroyed, the City may, but shall not be required to repair or rebuild them or provide other accommodations to the User. Acts of God as pertinent herein, extends to all accidental, natural or other cause of loss or injury which cannot be attributed to the parties to this lease, including but not limited to flood, fire, hail, wind, riot, or any criminal activity. User, in the event of any loss to the premises due to acts of God, shall not be required to repair or rebuild the premises.

7. Assignment.
User may not transfer its rights under this agreement in whole or in part to any successor, assign, or anyone else without the written consent of the City.

8. Terminations.
Upon the failure of the User to comply with any provision, stipulation, or condition herein contained, the contract may be canceled and terminated at the option of the City. In the event of the cancellation or termination of this contract for any cause herein provided, the User shall peacefully surrender said premises. Either party may terminate this agreement by giving advance notice to the other party within ten (10) calendar days.

9. Law to Govern.
This Agreement shall be governed, construed, and interpreted under the laws of Missouri, and shall be deemed to be executed and performed in Cole County, Missouri. The parties agree that no action concerning this Agreement or an alleged breach thereof may be commenced anywhere but Cole County, Missouri without the express written consent of the City of Jefferson.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF the parties to this agreement have executed the same in duplicate.

CITY OF JEFFERSON, MISSOURI

Fire Chief, Matthew Schofield
Date 2-4-26

City Administrator, Brian Crane
Date: 2-4-26

ATTEST:

Title:

APPROVED AS TO FORM:

City Attorney

fr SOC

CITY OF COLUMBIA, MISSOURI

BY: JA
De'Carlon Seewood, City Manager
DATE:

ATTEST:

By:
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By:_____
Nancy Thompson, City Counselor/mc