

## License Agreement

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The Curators of the University of Missouri – Columbia, 327 University Hall, Columbia, Missouri 65203, (hereinafter "University").

Whereas, the City owns land and improvements located at 11300 South Airport Drive, Columbia, Missouri upon which City owns and operates Columbia Regional Airport, and

Whereas, University desires to use a portion of that property owned by the City for University sponsored certified instruction and training programs for both police and fire education and City benefits from having its personnel professionally trained and certified,

NOW THEREFORE, the Parties agree as follows:

1. The City owns a tract of land with improvements located at 11300 South Airport Drive, Columbia, Missouri and known as the Columbia Regional Airport, upon which the City operates a public airport, City agrees to allow University a license to a certain paved area of the property described as:

The first seven hundred fifty (750) feet on the South end of the ramp in front of what is known as the mail facility. The area is approximately two hundred twenty five (225) feet by seven hundred fifty (750) feet.

for the sole purpose of conducting University sponsored certified instruction and training for police and fire education and career development in accordance with the terms and conditions of their license as an accommodation to University.

2. City reserves the right to further limit the specific areas to be used for such training or designate a different area totally as required by airport needs and anticipated airport expansion and construction.

3. University understands and agrees that City owns and maintains the property for an airport and that this license of certain areas designated is not a transferable interest in the property.

4. This license given by the city is on a non-exclusive basis.

5. The term of this license shall be for five (5) years beginning on the date set forth above, unless terminated sooner by either Party pursuant to the terms of this license.
6. There shall be no rent or fees paid by University for license.
7. This license may not be assigned, transferred, sublet or sold by the University without prior written consent by City.
8. All programs, training and instructional classes conducted by University must be supervised and taught by certified, qualified, trained professionals.
9. At least one instructor for University that will be on site during training sessions must attend a one (1) hour training class annually in advance of conducting a class on airport property to familiarize themselves with the FAA and TSA regulations while conducting classes and training on the ramp. This training shall be provided by the Airport Operations Supervisor or their appointee at a time and place to be determined by airport Operations Supervisor.
10. The lead instructor for University must complete a criminal history background check that will be run by the Airport and they shall maintain and display an active badge with escort authority.
11. The specific times and dates for such training and instructional classes must be submitted in writing to City for City approval at least thirty (30) days in advance.
12. All programs and training by University will not interfere with airport operations of City, tenants on the site or with airline communication. University shall comply with all the requirements and regulations of the Federal Communications Commission.
13. University acknowledges the area where the training may take place is part of a secure airport terminal and ramp area and City may impose restrictions on time and means of access to the premises as City deems necessary for security purposes.
14. To the fullest extent not prohibited by law, University shall indemnify and hold harmless the City, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any negligent act or failure to act, or willful misconduct, of University or any subcontractor (meaning anyone, including but not limited to consultants having a contract with University or a subcontractor for part of the services),

of anyone directly or indirectly employed by University or by any subcontractor or for anyone for whose acts University or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however require University to indemnify, hold harmless or defend City, or its employees, agents or contractors from City negligence or willful misconduct.

15. University shall comply with all federal, state, and local statutes, ordinances and regulations including but not limited to the Federal Communication Commission (FCC) and the Federal Aviation Administration (FAA), and any requirements or directives of the Transportation Security Administration (TSA). University shall at University's expense immediately correct any non-compliance or violation of all applicable laws. University shall satisfy all requirements for marking and lighting requirements of its equipment, and shall clearly mark or cordon off the training areas. University shall not cause or permit the storage of any hazardous materials or waste on the premises.

16. All notices to either party shall be in writing and are effective when deposited in the U.S. mail certified and postage prepaid to the address set forth below or as otherwise provided by law:

Notice to City:  
Director of Airport  
11300 Airport Drive  
Columbia, Missouri 65201

Notice to University:  
University of Missouri Curators  
316 University Hall  
Columbia, Missouri 65211

17. This Agreement shall be constructed in accordance with the law of Missouri, and the venue of any litigation shall be proper only in the Circuit Court of Boone County, Missouri or the U.S. District Court for Western Missouri. If any term or provision of this Agreement is found to be void or invalid by a court of competent jurisdiction, it still shall not affect the remaining terms of the Agreement which shall remain in effect.

18. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Parties rights and defenses with regard to the applicable sovereign, governmental or official immunities and protections as provided by federal and state constitution and law.

19. University expressly understands this Agreement is subordinate and subject to all existing agreements between City and the Federal Aviation Administration and between the City and the State of Missouri. During state or national emergency this Agreement may be suspended. It is further subordinate to the provisions of any existing or future agreement between City and the United States government relative to the operations or maintenance of the Airport.

20. University agrees to prevent any use of the licensed areas which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

[SIGNATURE PAGE FOLLOWS]

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

**The Curators of the University of Missouri**

By:  \_\_\_\_\_  
Casey E. Forbis, Senior Business  
Services Consultant

Date: 1/27/2017