



MEMORANDUM OF UNDERSTANDING WITH

The Board of Curators of Lincoln University Missouri and the City of Columbia, a municipal corporation, by and for the Columbia Police Department (hereinafter "City" and/or "CPD")

This Memorandum of Understanding ("MOU") by **the City of Columbia, a municipal corporation, by and for the Columbia Police Department (hereinafter "City" and/or "CPD")**, and the **Board of Curators of Lincoln University Missouri ("Lincoln University")** is entered into on the date of the last signatory noted below (the "Effective Date"). City and Lincoln University are each individually referred to herein as a "Party" and collectively as the "Parties."

The purpose of this MOU is to create a collaboration (hereinafter "Program") between City and, Lincoln University to provide Police Officer Standards and Training Commission ("POST") certification training to selected students or employees of City.

The Parties agree as follows:

1. Lincoln University Responsibilities

- a) Lincoln University will have sole responsibility and discretion to determine courses designated for purposes of this MOU.
- b) Lincoln University will host courses on City property in a designated facility, and/or virtually.
- c) Lincoln University will set all standards, policies, and procedures regarding the Program, including but not limited to course content, faculty selection, teaching requirements, and evaluating students, in accordance with Lincoln University's Admissions policies and in fulfillment of POST certification requirements.
- d) Lincoln University will identify representatives to oversee and coordinate the Program.
- e) Lincoln University will allow students to enroll in a maximum of 15 credit hours per academy.
- f) Lincoln University will maintain all student information obtained as a result of admissions, tests, student evaluations and grades as educational records as defined in the Family Educational Rights

and Privacy Act (FERPA), as amended, and its guidelines for post-secondary institutions as detailed in Lincoln University's policies and procedures, which shall govern the release of said records.

- g) Lincoln University will designate a liaison who will be responsible to provide information about the Program and to act as the contact person.

2. City Responsibilities

- a) City will provide use of its facilities such as: classrooms, a gymnasium, and parking spaces, and use of its guest internet access. The parties will cooperate to determine the number of Program students and timing of courses to reasonably plan for the use of these facilities.
- b) City will designate a liaison who will be responsible for coordinating the use of City facilities and serve as the primary point of contact with the other parties.
- c) Subject to qualification by Lincoln University and POST under Lincoln University's Responsibilities delineated in Paragraph 1 above, City will designate faculty to teach and provide the Program.
- d) City is responsible for submission of all information necessary to Lincoln University and POST in determining student eligibility for the Program as follows:
 - i. City will not schedule any mandatory activity or employment requirement for students that would conflict with students' class schedules or other program activities.
 - ii. City shall submit for each student a completed Lincoln University admissions application and a POST (Police Officer Standards and Training Commission) application and all other documents required to participate in the Program.
 - iii. No student shall begin the Program unless such student has been officially accepted to the Program by Lincoln University and POST.
- e) Tuition cost is **\$3900.00** for each student to Lincoln University, which shall be paid by City.
- f) City and Lincoln University are each individually responsible to verify that each student meets the Program admission requirements to enroll in college courses prior to enrollment.
- g) City will advise students on the policies and procedures required for participation in the Program.
- h) City will provide a liaison/coordinator to communicate and interact with Lincoln University and Office of Admissions as needed throughout the Program.

3. Term and Termination

The term of the MOU will take effect immediately upon signature of all parties to the MOU and will remain in effect for three years from the effective date of the MOU, unless terminated earlier by any party in accordance with this paragraph (5). Any party may suspend or terminate this MOU upon gross misconduct, intentional disregard for City or Lincoln University policies and rules, or dangerous or harmful actions or inaction or uncured default by participants. Any party may terminate this MOU for any other reason by giving written notice to the designated representative of the other parties at least 90 days prior to the commencement of a new academy class. If a party terminates the MOU, each party will cooperate to ensure that the termination does not adversely affect fulfillment of commitments to students participating in the Program at the time of the notice; for avoidance of doubt, if this MOU is terminated, students who were accepted into the Program will be permitted to progress through the Program if all other conditions of their participation are met.

4. Performance Standards

The parties' performance at the termination of this MOU will be reviewed by the parties using the following performance standards, and any others mutually agreed upon by the parties:

- a) Recruitment: Selection of qualified and committed students to take part in Program.
- b) Retention: Successful completion of all courses with a 70% or higher.
- c) Matriculation: Document the number of students who complete the Program.

5. Publicity

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and both Parties agree to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law. Subject to the provisions of the Sunshine Law and only to the extent allowed by or not prohibited by law, no party may publicize or market the Program without the prior approval of the other parties, which approval shall not be unreasonably withheld.

6. General Provisions

- a) 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.
- b) This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- c) No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, participant, customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
- d) If any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- e) The notice addresses for the parties are as follows: Lincoln University 820 Chestnut St. Jefferson City, Missouri 65101 and Columbia Missouri Police Department 600 E Walnut St, Columbia Missouri 65201. Notices shall be deemed delivered upon deposit in the US mail, when deposited with a courier service and/or upon personal delivery.
- f) Hold Harmless Agreement: To the fullest extent not prohibited by law, Lincoln University 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) arising by reason of any act or failure to act, negligent or otherwise, of Lincoln University, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Lincoln University or a subcontractor for part of the services), of anyone directly or indirectly employed by Lincoln University or by any subcontractor, or of anyone for whose acts Lincoln University or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Lincoln University to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

- g) 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 law
- h) During the performance of this Agreement, no Party shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, or any other legally protected category. All Parties shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
- i) This MOU does not create an employee/employer relationship between the Parties. It is the Parties' intention that Lincoln University will be an independent contractor and not City's employee 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. This MOU shall not be construed as creating any joint employment relationship between Lincoln University and City, and City will not be liable for any obligation incurred by Lincoln University, including but not limited to unpaid minimum wages and/or overtime premiums.
- j) Lincoln University shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of City thereto. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this MOU, including the right to change or delete activities from this MOU or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this MOU, though City will attempt to so notify any such assignee.
- k) This MOU 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 MOU or any notice delivered pursuant to this MOU, shall be deemed to have the same legal effect as original signatures on this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding by their duly authorized representatives as of the date of the last signatory to this MOU.

CITY: CITY OF COLUMBIA, MISSOURI

BY: _____
De'Carlton Seewood, City Manager



DATE: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/mc

This award is made on a need basis and does not obligate the City to pay any specific amount. The availability of funds for specific purchases will be determined as the City places its order, with certification made at the time within the amounts previously budgeted.

Director of Finance

**On behalf of the Board of Curators of Lincoln
University**

BY: _____
Dr. John B. Mosely, President

Moseley

DATE: 7/15/24