

AGREEMENT
Between
THE CITY OF COLUMBIA, MISSOURI
And
THE CURATORS OF THE UNIVERSITY OF MISSOURI
For
INDUSTRIAL ASSESSMENT SERVICES

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and The Curators of the University of Missouri, (hereinafter "UNIVERSITY") is entered into on the date of the last signatory noted below (the "Effective Date"). CITY and UNIVERSITY are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the UNIVERSITY received a four year grant for a Commercial Building Efficiency Workforce Development Pilot Project (hereinafter "Pilot Project");

WHEREAS, as part of the grant application, the CITY's Office of Sustainability agreed to partner with the UNIVERSITY's Industrial Assessment Center (hereinafter "Center") to allow the Center to assess city buildings as part of the Pilot Project; and

WHEREAS, the Office of Sustainability also agreed to provide financial support and in-kind contribution of staff time to the Pilot Project.

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. UNIVERSITY's RESPONSIBILITIES.
 - a. Faculty and Students at the Center will provide to CITY written assessments of two to three city owned buildings each year for the four years of the Pilot Project. Said written assessments shall be open public records and substantially similar to ASHRAE Level II assessments. The buildings identified for the assessment are attached as exhibit A, which is attached hereto and incorporated herein.
 - b. UNIVERSITY is solely responsible for the supervision of faculty and students. CITY shall not be responsible for the supervision, instruction or education of the Students.
 - c. Faculty and students shall comply with all rules and regulations of CITY while on CITY property.
2. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Pilot Project.
3. CITY's Support of the Pilot Project.

- a. The CITY's Office of Sustainability shall contribute staff time of approximately fourteen hours per month in support of this Pilot Project.
 - b. Exchange of Data. All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to UNIVERSITY without charge, and the Parties shall cooperate with each other in every way possible in carrying out the assessments.
 - c. CITY shall pay three thousand five hundred dollars (\$3,500.00) per year to UNIVERSITY to support the Pilot Project.
4. Termination for Convenience. Either Party shall have the right at any time by written notice to the other Party to terminate and cancel this Agreement, without cause, for the convenience of Party.
5. Assignment. UNIVERSITY shall not assign any interest in this Agreement, 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 Agreement, including the right to change or delete activities from this Agreement 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 Agreement, though CITY will attempt to so notify any such assignee.
6. Compliance with Laws. UNIVERSITY agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
7. Employment Of Unauthorized Aliens Prohibited. UNIVERSITY agrees to comply with Missouri State Statute section 285.530 in that UNIVERSITY shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, UNIVERSITY shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. UNIVERSITY shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. UNIVERSITY shall require each subcontractor to affirmatively state in its contract with UNIVERSITY that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. UNIVERSITY shall also require each subcontractor to provide UNIVERSITY with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

8. This Agreement shall not be construed as creating any joint employment relationship between UNIVERSITY and CITY, and CITY will not be liable for any obligation incurred by UNIVERSITY, including but not limited to unpaid minimum wages and/or overtime premiums.
9. No Waiver of Sovereign Immunity. 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.
10. 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 Agreement, shall be in Boone County, 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.
11. No Third-Party Beneficiary. No provision of this 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 this Agreement.
12. Notices. Any notice, demand, request, or communication required or authorized by this 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
Office of Sustainability
ATTN: Eric Hempfel
P.O. Box 6015
Columbia, MO 65205-6015

If to UNIVERSITY:

University of Missouri
ATTN: Dr. Sanjeev Khanna
Midwest Industrial Assessment Center
Columbia, MO 65211

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.

13. Public Records Act. CITY and University are 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 or other applicable law.

14. 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.
15. Nondiscrimination. During the performance of this Agreement, UNIVERSITY 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. UNIVERSITY 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.
16. 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.
17. Nature of CITY's Obligations. All obligations of the CITY under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
18. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Pilot Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to UNIVERSITY's services on this Pilot Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____

Name: De'Carlton Seewood

Title: City Manager

Date: _____

APPROVED AS TO FORM:

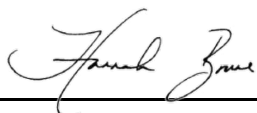
By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **11000658-504990**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

(Seal)

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:  _____

Date: 6-26-2023

Approved as to Form:

By: _____

Name: _____

Exhibit A

Addresses of Buildings To Be Assessed

1507 Business Loop 70 W
11 N 7th Street
1509 Ashley Street
701 E Ash Street
201 Orr Street
401 Green Meadows Lane
1 South 7th Street
600 E Broadway