

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Lee's Summit R-7 School District (District) and the City of Lee's Summit, Missouri, acting on behalf of the Lee's Summit Fire Department (LSFD), effective as of the date upon which the MOU is executed by both the District and LSFD.

Recitals

WHEREAS, beginning with the 2024-25 school year, the District is offering a Firefighter Academy for students enrolled in its high schools; and

WHEREAS, to supplement instruction provided by its own personnel, the District wishes to utilize LSFD personnel to provide instruction and training from time to time to District students who enroll in the Firefighter Academy; and

WHEREAS, by using LSFD equipment and facilities from time to time, the District can better manage the cost of its Firefighter Academy; and

WHEREAS, LSFD believes that by allowing the District to use LSFD equipment and facilities and by providing instruction to District students enrolled in the Firefighter Academy, LSFD will realize a benefit through facilitating its recruitment of employees who will have already received some training in firefighting skills and exposing students to employment possibilities within the LSFD.

NOW THEREFORE, the District and the LSFD agree as follows:

1. **LSFD Equipment Usage by District.** LSFD agrees to allow the District to use firefighting equipment (Loaned Equipment) owned by LSFD for the Firefighter Academy on the following terms and conditions:
 - (a) **Designation of Loaned Equipment.** The specific equipment the LSFD loans to the District (Loaned Equipment) is set forth on Schedule A to this MOU. Additional equipment may be loaned to the District from time to time provided that the parties will document in writing the additional equipment being loaned to the District.
 - (b) **Term of Loan.** The District will be permitted to possess and use the Loaned Equipment for as long as this MOU is in effect, unless the LSFD notifies the District that it requires that a particular portion of the Loaned Equipment is required for the LSFD's operations.
 - (c) **Damage to Loaned Equipment.** The District will be responsible for the cost of repairing or replacing any of the Loaned Equipment if any of the Loaned Equipment is damaged due to the negligence of the District or its students, ordinary wear and tear excepted. In the event the District must replace any of the Loaned Equipment due to damage beyond ordinary wear and tear, the District will

be required to pay only the depreciated value of the Loaned Equipment at the time its replacement is required.

- (d) **Return of Loaned Equipment.** The District will be permitted to possess and use the Loaned Equipment for as long as this MOU is in effect, unless the LSFD notifies the District that it requires that a particular portion of the Loaned Equipment is required for the LSFD's operations.
- (e) **Use of Loaned Equipment.** The District agrees that the Loaned Equipment shall be used only for the agreed purpose of providing educational opportunities for students in the Firefighter Academy.
- (f) **Transfer of Loaned Equipment.** The District agrees and understands that the Loaned Equipment may not be transferred, given, or assigned to another person, organization, or other entity separate of the Fire Academy.
- (g) **Storage and Use of Loaned Equipment.** The District shall be responsible for the correct storage and use of the Loaned Equipment in accordance with the applicable manufacturers' instructions and guidelines.
- (h) **Limitation of Liability.** LSFD shall not be liable for any direct or consequential damages or losses suffered or incurred by the School District as a result of the use of the loaned or transferred equipment.

2. **LSFD Employees as Guest Instructors for District Classes.** The LSFD agrees to assign personnel to assist with instructing students in the District's Firefighter Academy under the following terms and conditions:

- (a) **Number of Guest Instructor Hours.** For each school year, the LSFD will assign qualified personnel (Guest Instructors) to assist with instructing the District's students. The parties agree that for the 2024-25 school year, LSFD shall not be required to assign personnel to the Firefighting Academy for more than 250 hours. In subsequent years this Agreement is in effect, LSFD shall not be required to assign personnel to the Firefighting Academy for more than 1,000 hours.
- (b) **Payment to LSFD.** If the Guest Instructors assigned to the District are on-duty, the LSFD will not charge the District for their time. If the Guest Instructors assigned to the District are off-duty, the District will pay LSFD \$51.00 per hour to compensate LSFD for the use of that employee's time. LSFD or the City of Lee's Summit will issue an invoice to the District by the 15th day of each month for the cost of Guest Instructors serving in the immediately preceding month, and the District will pay the City of Lee's Summit for that invoice within 30 days after its receipt.
- (c) **Schedule for Using Guest Instructors.** To assist the LSFD in scheduling its personnel to serve as Guest Instructors, by the 15th day of each month, the District will notify the LSFD in writing of the days when it anticipates needing a Guest Instructor. By the last day of that month, the LSFD will notify the District which

of the LSFD's employees will serve as a Guest Instructor on the days in the upcoming month for which one has been requested.

- (d) **Background Checks.** Any LSFD employee serving as a Guest Instructor must have passed the criminal background check and driving record check that LSFD ordinarily requires its personnel to pass before that Guest Instructor may work with District students. LSFD will not allow any of its employees to serve as a Guest Instructor if it learns that a Guest Instructor has been charged with any offense that would reasonably call into question the Guest Instructor's suitability to work with District students.
- (e) **Presence of District Fire Science Instructor.** The District's Fire Science instructor, as designated by the District, shall be present at all times an LSFD employee is working with District students as a Guest Instructor.

3. **Use of LSFD Facilities.** Because many components of the District's Firefighter Academy will require hands-on instruction, the LSFD agrees to allow the use of its facilities and equipment at the facilities (in addition to Loaned Equipment) for instruction of the District's students on the terms and conditions set forth below:

- (a) **Coordination of Usage.** The District's Fire Science instructor and the individual designated by the LSFD from time to time to act as the LSFD's liaison to the District shall communicate with one another to determine when the LSFD's facilities are needed, and which of the LSFD's facilities will be available for use by the District's students at any given time. To the greatest extent possible, a schedule of facility use will be developed by the 15th day of each month covering the following month, subject to LSFD's right to modify the schedule in the event of an emergency or unanticipated need for its facilities.
- (b) **Hours of Usage.** Subject to the above, the LSFD agrees to make its facilities available for no less than 40 hours per each school year this MOU is in effect.
- (c) **Damage to Facilities.** The District will be responsible for the cost of repairing or replacing any of the facilities or equipment at the facilities damaged due to the negligence of the District or its students, ordinary wear and tear excepted. In the event the District must replace any of equipment at the facilities due to damage beyond ordinary wear and tear, the District will be required to pay only the depreciated value of the equipment at the time its replacement is required.
- (d) **Liability Waiver and Release.** The District will obtain from each student participating or enrolled in the Firefighter Academy (or parents or legal guardians if the student is under the age of eighteen) a signed liability waiver and release for use of the LSFD equipment and facilities. The District will provide the completed forms to the LSFD prior to the use of the equipment or facilities. The liability waiver and release is attached hereto as Schedule B and made a part hereof.

4. **Designation of Contacts.** Within ten days after the effective date of this Agreement as applicable for the 2024-25 school year, and no later than August 1 of each school year thereafter

which this MOU is in effect, the District and the LSFD will designate in writing to the other party the persons who will be responsible for coordinating the day-to-day person performance of this Agreement, such as arrangement for loaned equipment, designation of Guest Instructors, and discussing details about the District's usage of LSFD facilities. Should either party have a need to change the person so designated, it shall notify the other party in writing who that person will be, and when the change will take effect.

5. **Term of MOU; Termination; Amendment.** This MOU shall take effect on the date upon which it is last executed by either of the parties and will continue in effect until June 30, 2025 ("the Term") unless earlier terminated by either party. Either party may terminate this MOU during the Term by giving at least 60 days' written notice of its intention to terminate the MOU. The parties agree to meet and confer in good faith no later than June 1, 2025 to discuss a renewal of the MOU for later school years, with any amendments the parties agree to be appropriate in light of their experience during the Term of this MOU. Either party may request that this MOU be amended during the Term by providing written notice to the other party stating either the proposed text of the proposed amendment or the general subject of the proposed amendment. Upon such a request the parties will meet and confer about the proposed amendment, but no amendment shall be effective until it has been formally approved by the District's Board and Education and the Lee's Summit City Council.

6. **Insurance.** Each party shall maintain at all times during the term of this MOU general liability insurance with an insurance company or shared-risk pool that is lawfully qualified within Missouri to insure against claims for personal injury or property damage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall provide the other with certificates of insurance evidencing the coverage required above. Each party shall notify the other immediately in writing if any of the insurance policies or shared-risk pool coverages required herein are cancelled or become ineffective, or if a notice of cancellation is received by a party, unless that party has arranged for equivalent coverage to commence on or before the date of cancellation or ineffectiveness.

7. **Indemnification.** To the extent permitted by Missouri law, each party will defend, indemnify and hold harmless the other party against any claim, liability, judgment, or settlement under circumstances in which the party seeking indemnity is requested or required to pay for more than its proportionate share of said claim, liability, judgment, or settlement.

8. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this MOU. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this MOU that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this MOU be unreasonably made. The District and the LSFD each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this MOU. If no time period is set hereunder for a party to approve or

consent to an action or inaction by the other party or a third party, such approval shall be given or affirmatively withheld in writing within ten (10) days after it is requested in writing or it shall be deemed given.

9. **Default; Cure Rights; Remedies.** In the event either party fails to perform any of its obligations under this MOU for a period of ten (10) days after written notice from the other party describing such failure, the non-performing party shall be deemed in default hereunder and the other party shall have such rights and remedies as are provided at law and equity generally for the type of default in question, including the termination of this MOU.

10. **Force Majeure.** If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this MOU, such party shall not be deemed in default during the continuance of such inability, provided reasonably prompt notice thereof is given to the other party. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, drought, floods or other severe weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions.

11. **Notices.** Except for the communications regarding the day-to-day performance of this Agreement as specified in Sections 1 through 4 of this MOU, all notices required or desired to be given hereunder shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be hand delivered, or sent by registered or certified mail, electronic mail or by a recognized overnight delivery service such as Federal Express, as follows:

If to District:	Lee’s Summit R-7 School District 301 NE Tudor Road Lee’s Summit, MO 64086 Attn: Superintendent Email: david.buck@lsr7.net
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If to LSFD:	Lee’s Summit Fire Department 207 S.E. Douglas Lee’s Summit, MO 64063 Attn: Training Division Email: fdtraining@cityofls.net
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12. **General Provisions.** This MOU constitutes the complete understanding between the parties regarding the subject matter hereof, superseding all prior and contemporaneous understandings and MOUs between them, oral and written, on the same subject. This MOU shall be construed in accordance with the laws of the State of Missouri except those pertaining to conflicts of law. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights or interests under

this MOU without the prior written consent of the other party. Should any part, term or provision of this MOU be declared illegal or in conflict with any law, rule, or regulation, the validity of the remaining portion, terms, or provisions shall not be affected thereby. The Recitals set forth at the beginning of this MOU are true and correct and an important part of this MOU and shall be given full force and effect. The captions at the beginning of Sections are used for convenience only and are not to be used in attempting to construe any part of this MOU. None of the provisions of this MOU may be amended without the written consent of both parties. Any waiver by a party of any provision or condition of this MOU shall not be construed or deemed to be a waiver of any other provision or condition of this MOU, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound. Each person executing this MOU in a representative capacity warrants and represents that such person has the authority to do so and will furnish proof of such authority in customary form upon request of the other party. This MOU may be executed at different times and in any number of originals or counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. In proving or enforcing this MOU, it shall only be necessary to produce one such counterpart executed by the party against whom enforcement is sought.

13. **Electronic Transaction.** The parties agree that this MOU (including the signatures of parties to this MOU and related documents) may be stored by electronic means. Copies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

14. **Optional Evidence of Execution.** Each party may enter into this MOU by sending the other party a facsimile or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this Agreement as soon as reasonably possible thereafter.

SIGNATURES ON FOLLOWING PAGE

SCHEDULE A				
Amount	Item/Piece of Equipment	Serial/Reference Number	Date items loaned out	Date items returned
1	Water can (reusable fire extinguisher)	N/A		
1	Pick Head Axe	Red/Wood		
1	Flat Head Axe	Red/Wood		
1	Sledge Hammer	Wood/Metal		
1	Haligan Bar	Silver		
4	50' sections of 1 3/4" hose	TBD		
2	50' sections of 2 1/2" hose	TBD		
1	Gated Y	N/A		
1	2 1/2" double male	N/A		
1	2 1/2" double female	N/A		
1	Hydrant reducer	N/A		

STUDENT LIABILITY WAIVER AND RELEASE

You are participating in the Firefighter Academy offered by Lee's Summit R-7 School District (District) and as part of the coursework you will be participating in training exercises that utilize Lee's Summit Fire Department (LSFD) equipment and/or take place at Lee's Summit Fire Department's facilities including but not limited to the Lee's Summit Fire Department's Station 7 Drill Tower. In order to use the facilities, equipment and other related City of Lee's Summit property and receive training from LSFD guest instructors, you must complete and sign this liability release form. If you are under the age of 18, the form must be signed by your legal parent or legal guardian. You or your parent or legal guardian's signature below indicates acknowledgement of an agreement to the following:

I, the undersigned, acknowledge that participating in the Firefighter Academy involves activities that may be dangerous and involve the risk of serious injury, death, or property damage. These activities include, but are not limited to, the use of fire training equipment, facilities, live fire exercises, climbing or descending a training tower, and other physically demanding exercises. These activities also include the actions of other people, and my actions. I voluntarily assume all risks associated with my participation in the Firefighter Academy and acknowledge that those teaching in the Firefighter Academy (whether employed by the District or LSFD) will be exercising discretion in supervising my participation.

I am neither aware of nor have I been advised that I have any physical or health condition or problem that could or might be aggravated by my participating in the Fire Academy training exercises.

I have retained insurance protection either through my employer, school or through my own accord that includes life, health and hospitalization to adequately cover me if an injury occurs while I am participating in the Firefighter Academy training at the Lee's Summit Fire Department.

For myself and on behalf of my heirs, administrators, successors, and assigns, I voluntarily waive, release, and hold harmless the City of Lee's Summit, Missouri, it's officers, employees, agents and servants from any and all claims, suits, causes of action, costs or expenses I might have due to injury, death, or property damage or loss arising

EXHIBIT B

either directly or indirectly from my use of LSFD equipment or participation in training exercises at the LSFD

I HAVE READ THIS LIABILITY RELEASE FORM WHICH IS A WAIVER OF ALL LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: _____

Student Name (print): _____

Student Signature (if 18 years old or older): _____

Address: _____

City: _____ **State:** ____ **Zip:** _____

Parent or Legal Guardian Name (print): _____

Signature: _____

Address: _____

City: _____ **State:** ____ **Zip:** _____