

**AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND COLUMBIA SCHOOL DISTRICT No. 93
FOR THE RESURFACING OF TENNIS COURTS**

This Agreement is entered into on the date of the last signatory noted below (hereinafter "Effective Date"), by and between the City of Columbia, Missouri (hereinafter "City") and Columbia School District No. 93, a political subdivision of the State of Missouri (hereinafter "District").

WHEREAS, the twelve (12) tennis courts at Cosmo-Bethel Park (hereinafter the "Park") and Gentry Middle School (hereinafter "Gentry") were originally constructed as cooperative projects between the City and the District;

WHEREAS, eight (8) of the tennis courts are located on Park property and four (4) of the tennis courts are located on District property at Gentry; and

WHEREAS, City and District desire to provide for the resurfacing of all twelve (12) tennis courts at the Park and Gentry by the City with the cost of such work to be shared proportionately by the parties;

NOW, THEREFORE, City and District agree as follows:

1. The District shall provide for the resurfacing of twelve (12) tennis courts at the Park and Gentry. Plans and specifications for the project shall be prepared by District and shall contain the following minimum requirements:
 - a. All high points and seams on the courts shall be ground to allow for sufficient drainage;
 - b. All low points shall be leveled;
 - c. Following the grinding and leveling of low points, contractor shall conduct a water test to confirm appropriate drainage;
 - d. All courts shall receive appropriate final resurfacing including leveling, color coats and striping; and
 - e. All work shall be conducted under USTA standards.
2. District agrees, subject to City's approval, to prepare bid documents, advertise the project for bidding and administer the contract awarded in the bid process. City agrees that the project shall be administered as a District project and shall comply with requirements for bidding of public projects as set out in Missouri statutes, the Charter, the ordinances of City, and District policies. The project will be bid following approval of the agreement with an estimated work schedule of April through June, 2019, with an anticipated completion date of June 28, 2019.

3. The cost of construction of the project shall be shared proportionally by City and District such that City shall be responsible for the cost of construction on the Park courts and District shall be responsible for the cost of construction on District courts. It is estimated that the total cost of the project will be between \$100,000 and \$115,000. Payment for project shall be as set out in contract awarded; however, District and City shall agree, in writing, to the maximum cost of the project prior to issuance of a notice to proceed to the contractor. District shall invoice City for its proportionate share of the project and City shall pay District for its portion of the cost upon acceptance of the project by District.
4. Upon completion of the resurfacing, the parties agree to maintain public access on all twelve (12) courts except during scheduled tennis classes and meets sponsored by either City or District. At least one court on either District or City property shall remain open to the public at all times. A limited number of tournaments shall be allowed which requires closing of the entire twelve tennis courts to public (non-tournament) access. A written request for use of the other entity's courts is required. Gentry parking lots shall be opened to the public during times established by District.
5. Facilities including tennis courts, gazebo and landscaping on City property shall be maintained by City and the tennis courts and amenities on District property shall be maintained by District.
6. Liability and Insurance. City and District shall each maintain such policies of insurance or self-insurance to provide for the protection of each parties' interests under applicable Missouri law. City and the District shall each be responsible for the cost of their respective policies of insurance (including any deductible amounts and payments for self-insurance). Nothing contained herein shall be deemed a waiver of either party's immunity or defenses provided under state law. District's agreement with any contractor(s) on this project shall require the contractor(s) to endorse the City of Columbia, its elected officials and employees as Additional Insureds on contractor's insurance policies. District's agreement with any contractor(s) on this project shall include a requirement, to the fullest extent not prohibited by law, that contractor(s) shall indemnify and hold harmless the City of Columbia and Columbia Public Schools, its directors, officers, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and /or property damage arising by reason of any act or failure to act, negligent or otherwise, of contractor, of any subcontractor, of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor(s) or its subcontractor(s) may be liable, in connection with this project.
7. Term and Termination. This Agreement shall be effective immediately after the last party executes same. Either party may terminate this Agreement with sixty (60) days written notice to the other party.

8. Modification and Termination. Any and all amendments or modifications to this Agreement shall be made in writing and must be agreed to and executed by the parties before becoming effective.
9. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have been duly authorized to enter into this Agreement as of the date of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

ATTEST:

By: _____
John Glascock, Interim City Manager

Date: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Interim Director of Finance

COLUMBIA SCHOOL DISTRICT No. 93

ATTEST:

By: _____
President
Columbia Board of Education

Date: _____

Secretary
Columbia Board of Education