

ST. CHARLES ROAD SIDEWALK COST ALLOCATION AGREEMENT

THIS AGREEMENT is entered into and effective on the date of the last signatory noted below between Columbia Public Schools (herein "CPS") and the City of Columbia, Missouri (herein "City").

IN CONSIDERATION of the performance by each party of the respective obligations described herein, the parties agree to and with the following:

1. **BACKGROUND AND PURPOSE OF AGREEMENT.** The City and CPS may enter into cooperative agreements with governmental parties when necessary to improve public infrastructure. The City and CPS have determined that there is a need to construct approximately 3,100 linear feet of sidewalk along the north side of St. Charles Road between Demaret Drive and Battle Avenue in order to improve public safety and particularly the safety of Eliot Battle Elementary School and Dr. Muriel Battle High School. For these purposes, the City and CPS are entering into this written agreement to memorialize the terms and conditions of their agreement.
2. **PROJECT.** Between Demaret Drive and the entrance to the Lake of the Woods Golf Course, the sidewalk will be 5-foot wide with an approximately 4-foot green space between the sidewalk and the curb. Once the curblin ends just east of the entrance to the Lake of the Woods Golf Course, the sidewalk will transition to a 6-foot wide sidewalk with integral curb. The sidewalk will tie into the proposed sidewalk to be constructed with the development at the northwest corner of St. Charles Road and Battle Avenue. The project will also include a pedestrian crossing at Demaret Drive, reconstruction of the driveway entrance at the golf course, and stormwater improvements.
3. **PROJECT ADMINISTRATION.** The City is responsible for bidding, administering, and implementing work necessary to complete the project.
4. **COMPLIANCE WITH OTHER LAWS.** The agreement requires all parties to comply with all federal, state, and local laws, rules, and regulations pertaining to public works contracts as may be applicable to the City when performing or contracting for performance of work required under this agreement.
5. **ALLOCATION AND PAYMENT OF PROJECT COSTS.** The City and CPS shall contribute equally to the project. The estimated total project cost is \$688,600, which includes design/inspection, utilities, easements, construction, and contingency. Each party agrees to contribute its share of that cost as indicated herein. Should project bids exceed this amount the City may require the execution of an amendment to this agreement prior to the awarding of the contract, and if any party fails to agree to that amendment the City reserves the right to withdraw from this agreement upon the mailing of notice given pursuant to this agreement.

The City will initially pay the cost of the project in accordance with the terms of the contract awarded for the project, with contractor invoices generally paid on a monthly basis. Following payment to the contractor, the City will submit invoices to CPS for one-half the amount paid by the City. CPS will make payment on the invoice within thirty (30) days of the date on which the City issues the invoice.

6. **NOTICES.** Any notice, demand, request, or communication required or authorized by the 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
Public Works Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to CPS:

Columbia Public Schools
Attn: Chief Financial Officer
1818 W. Worley St.
Columbia, MO 65203

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.

7. **NO THIRD-PARTY BENEFICIARY.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
8. **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.

9. **NO WAIVER OF IMMUNITIES.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 constitutions or laws.
10. **ENTIRE AGREEMENT AND AMENDMENT OF AGREEMENT.** This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered, and understand the terms and conditions of this agreement and consequences thereof.
11. **AUTHORITY OF REPRESENTATIVE SIGNATORIES.** The signatories to this agreement executing this Agreement in a representative capacity affirmatively represent that they obtained all resolutions and orders necessary to enter this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.
12. **BINDING EFFECT.** This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and successors and assigns in office.
13. **SECTION HEADINGS.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
14. **EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but altogether shall constitute but one in the same Agreement.
15. **MUTUAL OBLIGATION OF GOOD FAITH PERFORMANCE.** The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practicable in fulfilling the general terms and conditions and objectives of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI



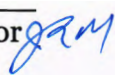
By: _____
John Glascock, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

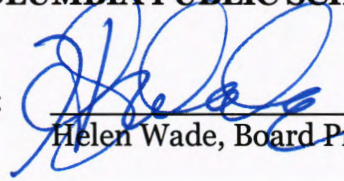
By: _____
Sheela Amin, City Clerk

By: _____
Nancy Thompson City Counselor 

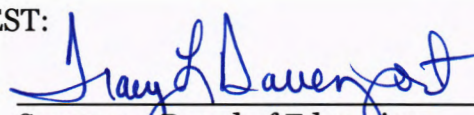
CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is to be charged, 4400 8830 604990 00762, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

COLUMBIA PUBLIC SCHOOLS

By:  _____
Helen Wade, Board President

Date: 02/20/20

ATTEST:  _____
By: _____
Secretary, Board of Education