

**AGREEMENT
BETWEEN COLUMBIA SCHOOL DISTRICT No. 93
AND THE CITY OF COLUMBIA, MISSOURI,
FOR THE HICKMAN HIGH SCHOOL SWIMMING POOL
POOL HEATER IMPROVEMENTS**

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

WHEREAS, District uses the Hickman High School swimming pool to provide a complete program of physical education and water safety to the pupils of District; and,

WHEREAS, City uses the Hickman High School swimming pool to provide a recreation facility for its citizens; and,

WHEREAS, Columbia Swim Club uses the Hickman High School swimming pool and desires to donate funds for the pool heater improvement; and,

WHEREAS, City and District desire to proceed with replacement of the pool heater at the Hickman High School swimming pool with the cost of such work to be shared equally by the parties.

NOW, THEREFORE, City and District agree as follows.

1. Improvements shall be made to the Hickman High School natatorium consisting of an upgrade of the pool's heater. Plans and specifications for the project shall be prepared by City and shall contain the following requirements: contract labor will be used to install a new high efficiency pool heater to regulate the temperature of the water within the pool.
2. It is estimated that the total cost of the project will be in the \$32,000 to \$37,000 range. Columbia Swim Club has offered to donate one-third of the total project costs, in an amount not to exceed twenty thousand dollars (\$20,000.00). City shall initially pay for the improvements and the District shall reimburse the City for one half of the total project costs less any donations received from Columbia Swim Club, as forth herein:

Revised Project Cost = Total Project Costs – Donation from Columbia Swim Club

District's Share = .5 x Revised Project Cost

City shall provide an invoice to the District upon completion of the project. The invoice shall show the total project costs, the amount donated by Columbia Swim Club for this Project, and the District's fifty percent share of the revised project cost. District shall pay all amounts due no later than thirty days after receipt of the

invoice.


3. Upon completion of the renovation project, operation of the pool shall continue under the guidelines established by the current operational agreement between District and City for the operation and maintenance of the pool.
4. **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. City's agreement with any contractor(s) on this project shall require the contractor(s) to endorse the District, its elected officials and employees as additional insureds on contractor's insurance policies. City'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, their 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.
5. **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.
6. **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.
7. **Nature of City's Obligations.** All obligations of City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
8. 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.

[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, City Manager 
Date: _____

Sheela Amin, City Clerk

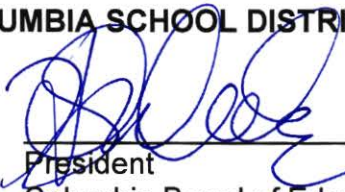
APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw 

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Nos. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

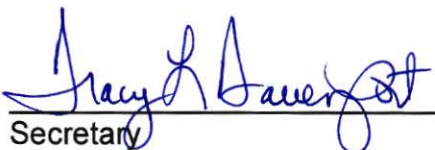
Director of Finance

COLUMBIA SCHOOL DISTRICT No. 93

By: 

President
Columbia Board of Education
Date: 04/12/21

ATTEST:



Secretary
Columbia Board of Education