

**AGREEMENT  
BETWEEN COLUMBIA SCHOOL DISTRICT No. 93  
AND THE CITY OF COLUMBIA, MISSOURI,  
FOR THE HICKMAN HIGH SCHOOL SWIMMING POOL  
HVAC 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, City and District desire to proceed with the upgrades to the HVAC system 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 heating ventilation, and air conditioning systems. Plans and specifications for the project shall be prepared by District and shall contain the following requirements:
  - a. Install new HVAC units specifically designed to heat, cool, dehumidify and control the air pressure in the pool and associated locker rooms.
  - b. Upgrade the electrical service needed to accommodate the new HVAC.
  - c. Provide, install, and maintain a temporary heating system through the end of construction.
2. The cost of construction of the project shall be shared equally by City and District. It is estimated that the total cost of the project will be in the \$500,000 to \$550,000 range. District shall invoice City for City's share of the costs of the project and City shall pay District for its portion of the cost according to the following schedule:
  - a. City shall pay one hundred and fifteen thousand dollars (\$115,000.00) no later than thirty (30) days after the Effective Date;
  - b. City shall pay one hundred and fifteen thousand dollars (\$115,000.00) on October 1, 2020; and,
  - c. City shall pay the remaining balance (\$45,000.00 or less depending upon the total project costs) on October 1, 2021.
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. 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.
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.

[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

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Nos. 44008850-60499000074 and 44008850-604990 0000249, 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: 02/20/20

ATTEST:

\_\_\_\_\_  
Secretary  
Columbia Board of Education