

**AGREEMENT  
BETWEEN  
THE CITY OF COLUMBIA, MISSOURI,  
AND  
COLUMBIA SCHOOL DISTRICT No. 93  
FOR EMERGENCY USE OF PARK FACILITIES AND RELATED AID**

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"). City and District are each individually referred to herein as a "Party" and collectively as the "Parties".

The Parties agree as follows.

1. Any request for emergency use of City's park facilities and related aid shall be made by an authorized representative of the District. A list of authorized representatives of the District is attached to this agreement as Appendix A. The District may change its authorized representatives at any time by giving written notice of such change to the City.
2. A request for emergency use of park facilities and related aid shall be made with reasonable specificity and shall be reduced to writing. District shall send the request to the City Manager and the City's Director of Parks and Recreation.
3. The City is under no duty to provide such use of park facilities and related aid. No Party shall be liable to any other Party for failure to respond to a request for aid or for any delay or negligence or mistake in receiving or responding to any request for aid.
4. The District will be responsible for replacing, restoring, or repairing damage occasioned by the use of any building, facilities or equipment belonging to the City.
5. Within ninety (90) days after aid is provided under this agreement, the City shall submit to the District an invoice of all charges related to Section 4 under this agreement. The District shall pay the invoice no later than thirty (30) days after receipt of the invoice.
6. This agreement is for the sole benefit of the Parties. Nothing in this agreement is intended to confer any rights or remedies on any other person.
7. 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, or the United States Western District of 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.

8. Any Party may terminate its participation in this agreement by giving sixty (60) days written notice of such termination to the other remaining Party.

9. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for 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. 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.

11. 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.

12. The initial term of the Agreement will be from the Effective Date to June 30, 2026. Thereafter, the term of the Agreement shall automatically renew for two (2) successive one (1) year terms (July 1 - June 30) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing Agreement Term that it does not wish to renew the term of this Agreement. In no event shall this Agreement exceed a total of three (3) terms.

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

De'Carlton Seewood, City Manager



Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Nancy Thompson, City Counselor/rw

**COLUMBIA SCHOOL DISTRICT No. 93**

By: \_\_\_\_\_

President  
Columbia Board of Education

Date: 7/14/25

ATTEST:



Secretary  
Columbia Board of Education

## **Appendix A**

### **List of authorized representatives of the District**

The following District representatives may make a request for emergency use of City's Park Facilities and Related Aid:

Jeff Klein - Superintendent

Michelle Baumstark – Chief Communications Officer

Michelle Holz – Chief Human Resources Officer

Carla London – Chief Equity Officer

Heather McArthur – Chief Financial Officer

Lazell Ofield – Chief Operations Officer

Helen Porter – Chief Schools Officer

Kenneth Gregory – Director of Safety & Security

Jonathan Logan – Assistant Director of Safety & Security

Ryan Day – Executive Director of Elementary Education

Josh Johnson – Executive Director of Secondary Education

David Egan – Director of Athletics

Ron Monson – Director of Facilities

Jack Woodbury – Director of Custodial Services

**\*\*\*People as well as roles are noted -- anyone in these roles may make a request for emergency use of City's Park Facilities and Related Aid\*\*\***