

**AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI,
AND
COLUMBIA SCHOOL DISTRICT No. 93
FOR COSMO-BETHEL TENNIS COURTS IMPROVEMENT PROJECT**

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;

WHEREAS, City and District desire to improve all twelve courts as part of the improvement project; and

WHEREAS, the improvement project will include relamping the lights on courts 1-4, and 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 by the parties as set forth herein.

NOW, THEREFORE, City and District agree as follows:

1. **Scope of Project.** The City 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 City 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.
The city will also relamp the lights on courts 1-4.
2. City agrees, subject to District's approval, to prepare bid documents, advertise the

project for bidding, and administer the contract awarded in the bid process. District agrees that the project shall be administered as a City 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 anticipated completion date of July 31, 2026.

3. The cost of construction of the project shall be shared proportionally by City and District such that City shall be responsible for 8/12ths of the cost of construction and District shall be responsible for 4/12ths of the cost of construction. It is estimated that the total cost of the project will be between \$145,000 and \$155,000. 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. City shall invoice District for its share of the project and District shall pay City for its portion of the cost upon acceptance of the project by City.
4. Upon completion of the improvement project, 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. City's agreement with any contractor(s) on this project shall require the contractor(s) to endorse the District, the City of Columbia, their elected officials and employees as an 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 District, the City of Columbia, 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.

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.
10. **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.
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.**

[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: _____
De'Carlon Seewood, 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 No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

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Matthew Lue, Director of Finance

COLUMBIA SCHOOL DISTRICT No. 93

By: _____
Helen Porter -
Chief Schools Officer
Date: May 12, 2025

ATTEST: