AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2007, by and between the City of Columbia, Missouri ("City") and Columbia Public School District, a political subdivision of the State of Missouri ("District").

WHEREAS, City and District desire to proceed with the renovation of the Hickman High School Swimming Pool:

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 and improvements to the chlorine tank supply and storage room. Plans and specifications for the project shall be prepared by District and shall contain the following requirements:

    a. Remove the existing HVAC equipment serving the pool and associated locker rooms.
    b. Install new HVAC units specifically designed to heat, cool, dehumidify, and control the air pressure in the pool and associated locker rooms.
    c. Upgrade the electrical service needed to accommodate the new HVAC.
    d. Replace the north doors serving the swimming pool.
    e. Install a chlorine monitoring instrument with a high concentration monitoring alarm to the chlorine tank.
    f. Add an exhaust ventilation system to the chlorine tank supply room.

2. District agrees, subject to City approval, to prepare bid documents, advertise the project for bidding and administer the contract awarded in the bid process. City agrees that the project shall be administered as a District project and shall comply with requirements for bidding of public projects as set out in Missouri Statutes, Charter and ordinances of the City, and policies of the District. The project will be bid following approval of the agreement with an estimated work schedule beginning the first of November, 2007.

3. 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 $330,000-$350,000 range. District and City shall agree on the maximum cost of the project prior to proceeding with the project. It is hereby agreed that the City shall reimburse the District for the City's share of the project cost over a three year period with one third (1/3) of the total amount to be paid annually as of December 1st of each year. The first payment shall be due December 1, 2007, provided that a contract for the project has been awarded by the District by that date. The City's obligation under this paragraph to reimburse the District is conditioned upon the availability of funds

budgeted and appropriated for that purpose. The City's right to use the pool is conditioned on the City meeting its reimbursement obligations under this paragraph.

4. Upon completion of the renovation project, operation of the pool shall continue under the guidelines established by the current operational agreement between the District and the City for the operation and maintenance of the pool.

WHEREFORE, the parties hereto have been duly authorized to enter into this agreement as of the above-referenced date.

CITY OF COLUMBIA, MISSOURI

By: _____
H. William Watkins, City Manager

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Fred Boeckmann, City Counselor

COLUMBIA SCHOOL DISTRICT

By: _____
President
Columbia Board of Education

ATTEST:

_____
Secretary
Columbia Board of Education