

AGREEMENT

THIS AGREEMENT entered into on this 1st day of July, 2013 between the City of Columbia, Missouri (hereinafter "City") and the Columbia Public School District (hereinafter "District").

WITNESSETH:

WHEREAS, District is currently planning the development of two new elementary schools to meet the needs of the citizens of Columbia; and

WHEREAS, plans for development of each school will include the construction of a gymnasium; and

WHEREAS, District and City have long engaged in a cooperative partnership whereby many of District's gymnasiums have been used by City's Parks and Recreation Department to offer organized youth sports recreational programs during non-school hours (hereinafter the "City Programs"); and

WHEREAS, both District and City would benefit if the District gymnasiums at the two new elementary schools are increased in size, constructed of more durable and versatile materials, and include retractable spectator seating which would accommodate the City Programs (hereinafter the "Improvements"); and

WHEREAS, City is willing to contribute funds towards the Improvements in consideration of the right to utilize the gymnasiums at the two new elementary schools for the City Programs; and

WHEREAS, the parties hereto agree that it is to their mutual benefit and interest to set forth the terms and conditions of this agreement in writing;

NOW THEREFORE, in consideration of the above premise and the individual and mutual promises of the parties hereinafter set forth, it is hereby agreed by and between the parties hereto as follows:

1. Purpose and Scope.

The purpose of this agreement shall be to clearly identify the roles and responsibilities of each of the parties as they relate to the construction of the Improvements and future use of the gymnasium areas of the two new elementary schools currently scheduled for opening in 2015 and 2016, respectively, by City for City Programs.

2. Responsibilities of City.

- a. City shall contribute to District funding in the amount of \$150,000.00 per gymnasium for constructing the Improvements to accommodate the City Programs.

- b. Funding for each of the gymnasium projects shall be subject to approval by the City Council in City's Fiscal Year 2014 and 2015 budgets. The City's obligations under this Agreement shall constitute currently budgeted expenditures of the City, shall be appropriated from year to year only, and shall not constitute a mandatory charge or requirement in any fiscal year beyond the then current fiscal year, nor obligate the City to budget or appropriate monies beyond the current fiscal year. Failure of the City to budget and appropriate monies to pay for the City's obligations under this Agreement as provided herein shall subject this Agreement to amendment or cancelation by the parties.
- c. Payment of City's contribution for the Improvements to the new school scheduled for opening in 2015 shall be made to District during City's 2014 fiscal year upon receipt of an invoice from District, and following verification by City the construction of the gymnasium portion of the new school has reached a point of completion whereby confirmation the facility has incorporated the Improvements for the City Programs has been confirmed.
- d. Payment of City's contribution for the Improvements to the new school scheduled for opening in 2016 shall be made to District during City's 2015 fiscal year upon receipt of an invoice from District, and following verification by City the construction of the gymnasium portion of the new school has reached a point of completion whereby confirmation the facility has incorporated the Improvements for the City Programs has been confirmed.

2. Responsibilities of District.

- a. District shall plan and construct the Improvements at each of the new gymnasiums so the dimensions of the basketball court shall be 45 feet by 70 feet (or larger). Each gymnasium shall include retractable spectator seating. Flooring for each gym shall be a rubber composite suitable for athletic events or a mutually agreed upon similar product.
- b. District shall make the gymnasium area of each of the two new elementary schools available to City for City Programs upon officially submitted requests by City. Such requests shall be submitted in writing as far in advance as possible and, at a minimum, shall be submitted two (2) weeks prior to a planned event. In the event a school activity is already scheduled for the time and date requested by City, such school activity shall have priority. However, once City's use of the gymnasium area has been scheduled, such use shall not be pre-empted for District use except in the case of emergency or unavoidable extenuating circumstances. A

request by the City for utilization of the gymnasium for City Programs shall have priority over requests by other community groups and organizations.

- c. District shall waive any building use fees for City Programs scheduled by City; however, City shall pay District's normal custodial fees for use of the gymnasium areas.

3. Liability and Insurance.

City and District shall each maintain such policies of insurance or self-insurance to provide for the protection of each party's 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.

4. Term of the Agreement.

- a. This Agreement shall be effective immediately after the last party executes same, and said date shall be entered in the recital above.
- b. This Agreement relating to the construction of the Improvements and use of gymnasiums for City Programs in the two new elementary schools shall be for a period of twenty (20) years from and after the effective date of this Agreement. At the end of twenty (20) years, the provisions of this Agreement shall remain in effect until terminated in writing by either party, said notice being provided not less than 120 days in advance of the date of termination.

5. Modification and Termination.

- a. 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.
- b. If funding for the Improvements at either is reduced or deleted by City, District and City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to District to reflect the reduced funding of City.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOFF, City and District have entered into this agreement on the day and year first written above:

CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:

By: 
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor

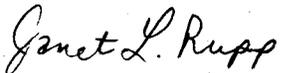
CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 440-8800-548.49-90 C00545 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.


John Blattel, Director of Finance

COLUMBIA PUBLIC SCHOOL DISTRICT

By: 
~~Dr. Chris Belcher, Superintendent~~
Nick D. Boren, Deputy Superintendent

ATTEST:


Janet L. Rupp