

**Memorandum of Agreement
FKHS Natatorium Project**

This Agreement is entered into by and between Unified School District No. 445, Montgomery County, Kansas ("USD 445"), and the Friends of the Charlesworth Pool, LLC ("Community Committee"), including affiliated representatives as defined herein.

Recitals

WHEREAS, the USD 445 Board of Education owns and operates the facilities of the Coffeyville Public Schools, including the FKHS Natatorium and dedicated Charlesworth Pool located on district property; and

WHEREAS, the Community Committee is a collaborative group of community stakeholders expressing interest in supporting renovations and long-term sustainability of the district FKHS Natatorium and Charlesworth Pool; and

WHEREAS, the FKHS Natatorium is used by each of the Parties for various educational, athletic and community events; and

WHEREAS, each of the respective Parties have determined it would be beneficial to establish an agreement and availability of funds for the purpose of renovating and long-term sustainability of the FKHS Natatorium and Charlesworth pool.

THEREFORE, the Parties hereto have agreed as follows:

Article 1

Purpose of the Agreement

1.1. The purpose of this Agreement is to establish the terms, expectations, responsibilities, funding commitments, communication protocols, and advisory structures related to the FKHS Natatorium renovation project and future ongoing collaborative involvement.

Article II

Representation of Parties

The Parties each hereby represent that:

2.1. Their governing bodies have authorized the execution of this Agreement.

2.2. Their governing bodies of the Parties intend to fulfill the commitments made to herein to the extent permitted by law.

Article III

Project Description

3.1. USD 445 intends to renovate the existing FKHS Natatorium, including roof and supporting steel structure replacement, HVAC improvements, facility updates and other modifications necessary to ensure safe and sustainable operation.

3.2. Project scope, specifications, timelines and construction bids for the FKHS Natatorium renovation, will be managed exclusively by USD 445.

3.3. Architectural design for the FKHS Natatorium will be determined by USD 445.

3.4. The Community Committee holds no authority to direct, change, or modify the project. All project communications must go through a designated USD 445 representative. USD 445 will provide quarterly updates regarding the FKHS Natatorium renovation project.

3.5. All Parties agree that renovations to the FKHS Natatorium facility should happen as soon as possible.

Article 4

Project Funding and Long-Term Commitments

4.1 As soon as is practical after the agreement becomes effective, USD 445 will secure construction documents for the FKHS Natatorium renovation. Separate line items within the district's Capital Outlay fund will be created to monitor the payments and revenues for accounting purposes.

4.2. The Community Committee agrees to provide \$1.6 million toward the FKHS Natatorium renovation project providing USD 445 with verification of funding availability.

4.3. USD 445 shall commit \$800,000 for the FKHS Natatorium renovation project and shall maintain records of all payments made from district funds before requesting reimbursement from the Community Committee.

4.4. The Community Committee shall reimburse USD 445 following the contractor payment schedule upon submitted evidence of payment by USD 445 to the contractor for FKHS Natatorium renovations within 30 days of receipt of documentation.

4.5. No later than July 1 of each year, beginning with the year of this agreement, the Community Committee shall deposit the sum of \$40,000 into a separate natatorium/pool account that is maintained by the Community Committee. Annual reports showing balance and expenditures from the natatorium/pool account shall be submitted to USD 445 by July 1 of each year this agreement is in effect. The natatorium/pool account will be used for future capital repairs and/or HVAC replacement for the FKHS Natatorium and Charlesworth Pool.

4.6. No later than July 1 of each year, USD 445 shall make expense reports available to the Community Committee of the expenses associated with the FKHS Natatorium. USD 445 retains responsibility for daily operational costs of chemicals and utilities.

Article 5

FKHS Natatorium Advisory Committee

5.1. The FKHS Natatorium Advisory Committee will be established consisting of two USD 445 representatives and two Community Committee representatives. The FKHS Natatorium Advisory Committee meetings shall be limited to FKHS Natatorium Advisory Committee members only.

5.2. The FKHS Natatorium Advisory Committee will serve in an advisory capacity only expressing interests related to the FKHS Natatorium. Both parties may explore feasible improvements such as access enhancements, restrooms, and improved changing areas.

5.3. The FKHS Natatorium Advisory Committee will meet a minimum of three times per school year. Meeting dates shall be mutually agreed to by all Parties.

Article 6

Authority and Final Decision-Making

6.1. Nothing in this agreement shall remove or diminish the authority the Board of Education of USD 445 has over district owned property or facilities.

6.2. USD 445 retains sole full and final authority over all decisions regarding, but not limited to, the operational, scheduling, access, safety, and administrative decisions regarding the FKHS Natatorium.

Article 7

Amendments

7.1. Any amendments to this agreement must be made in writing and signed and approved by each party.

Article 8

Terms and Termination

8.1. This memorandum of agreement becomes effective upon verification of authorized personnel signatures from each party.

8.2. This memorandum of agreement may be terminated by mutual agreement of both parties once the FKHS Renovation project outlined in section three of this agreement, has been completed.

DRAFT

By: _____
Unified School District, President

Attest:

Seal:

Unified School District, Board Clerk

ACKNOWLEDGEMENT

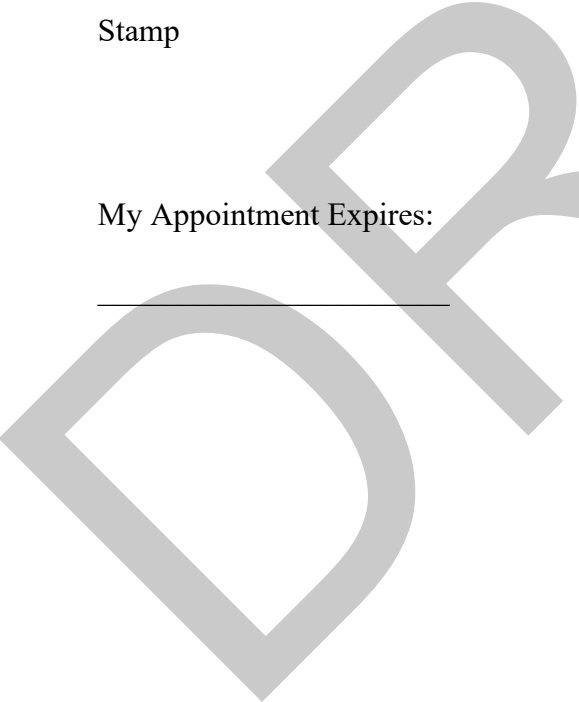
STATE OF KANSAS)
)SS:
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on this _____ day of _____,
by _____, President of the Board of Education of Unified
School District No. 445, Montgomery, County, and _____, Board
Clerk

Stamp

Notary Public Signature

My Appointment Expires:



FRIENDS OF THE CHARLESWORTH POOL LLC

By: _____
Friends of the Charlesworth Pool LLC
President

Attest:

Seal:

Friends of the Charlesworth Pool LLC
Secretary

ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS:
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on this _____ day of _____,
by _____, President of the Friends of the Charlesworth Pool
LLC, and _____, Secretary

Stamp

Notary Public Signature

My Appointment Expires:
