

ADDENDUM TO CONTRACT

This agreement is made this ____ day of July, 2020 between the City of Warrensburg, a municipal corporation of the State of Missouri ("City") and Midwest Pool Management, ("Company").

Whereas the parties entered into a certain Contract for Pool Management Services dated April 29, 2018, and

Whereas, the impact of the COVID-19 pandemic has drastically altered the City's operations, including its public pool facilities, and

Whereas, in order to avoid exercising its termination rights under the Contract, the City has proposed alterations to the terms of the Contract, to which Company has agreed.

NOW THEREFORE, be it agreed as follows for the mutual promises herein contained the terms of the Contract between the parties are hereby amended as follows:

1. Paragraph 1.3 and the terms of Company's proposal for compensation incorporated therein are modified such that City shall pay for services through the end of the contract the rates for services reflected in the attached compensation proposals. Salary reimbursement shall take place on a monthly reimbursement, in arrears, for the actual amount of salary expense incurred, pursuant to the most recent schedule approved by the parties. Each invoice for salaries shall include the position and hours worked.
2. City shall advise Company within 10 days of of any changes in planned pool hour operations, and the parties shall make equitable adjustments to Company's charges as agreed upon.
3. Midwest Pool Management shall indemnify and hold the City and its personnel harmless from and against any and all claims, damages, losses and expenses including reasonable attorney's fees and litigations costs, arising out of or resulting from the performance or non-performance of services provided that any such claim, damage, loss or expenses is caused in whole or in part by the negligent act, omission and or liability of Midwest Pool Management, its agents, employees or its subcontractors, provided, however that this hold harmless and indemnification shall not apply where such claims, liability or expense result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, contractors (except for Midwest Pool Management), or licensees. In addition, any and all claims against the City or employees, by any employee of Midwest Pool Management, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Midwest Pool Management, or any Subcontractor under workman's compensation acts, disability benefit acts or other employee benefits act. Notwithstanding the foregoing Contractor's indemnity obligations

are limited solely to the extent directly caused by Midwest Pool Management's fault or negligence and any claim arising from any sickness, illness, or death connected to or arising from any infectious or contagious disease, unless caused by the fault or negligence of Midwest Pool Management, is specifically excluded from this indemnity and defense obligation.

4. In all other respects the prior agreement shall remain in full force and effect.

In witness whereof, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

CITY OF WARRENSBURG, MISSOURI
PARKS AND RECREATION

MIDWEST POOL MANAGEMENT
OF AMERICA, LTD

Danielle Fesler, Director

BY:
Its _____

ATTEST:

Cindy Gabel, City Clerk