

No. III.A.3.a.

RECOMMENDED ACTION – Approval of an Intergovernmental Agreement relating to the use of Hammons Student Center.

The following resolution was moved by _____ and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the University enter into an Intergovernmental Agreement with the City of Springfield relating to the use of Hammons Student Center.

BE IT FURTHER RESOLVED that the term of the Intergovernmental Agreement shall be from November 1, 2006, through October 31, 2011.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services be authorized to sign the Intergovernmental Agreement (attached) with the City of Springfield.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This agreement with the City of Springfield implements the terms of a Memorandum of Understanding (MOU) between the University and City. This MOU was entered into on November 8, 2006, and allows for city and community use of Hammons Student Center. Under the terms of the MOU, the University will make Hammons Student Center available to the City for up to four event days annually at nominal cost and for other events at the University's standard fees. The University has agreed to make every effort to accommodate the City and other community groups within the finite number of calendar dates available. The City has agreed to allocate up to \$500,000 to aid in making necessary improvements to Hammons Student Center including, but not limited to, staging for events, sports surfaces, event lighting, and public address system improvements. The City of Springfield has determined that this Intergovernmental Agreement is necessary to allow it to pay the University for costs relating to use of Hammons Student Center.

The University Counsel has reviewed the agreement for legal sufficiency.

This resolution confirms approval received from the Executive Committee on September 2, 2009.

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) UNIVERSITY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT		() RENEWAL OF CONTRACT	
CITY		UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1645 FAX (417) 864-1551 ATTN: DAN WICHMER, CITY ATTORNEY DEPT: CITY ATTORNEY		MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL AVENUE SPRINGFIELD, MO 65897 PHONE (417) 836- 5233 FAX (417) 836-4550 ATTN: KENNETH MCCLURE, VICE PRESIDENT OF ADMINISTRATIVE & INFORMATION SERVICES	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the Board of Governors of Missouri State University, a public university organized and operated under the Constitution and laws of the State of Missouri, hereinafter referred to as "University" and the City of Springfield, Missouri, a municipal corporation, hereinafter referred to as "City."

Whereas, on November 8, 2006 the University and the City entered into a Memorandum of Understanding to allow for city and community use of the John Q. Hammons Student Center, hereinafter referred to as "HSC" which is attached as **Exhibit A** and incorporated herein by reference; and

Whereas, the City desires to allocate funds approved in the ¼ cent CIP Budget for improvements to the John Q. Hammons Student Center; and

Whereas, the City and University are willing to enter into an agreement for these public purposes, upon the terms and conditions, and for the considerations set forth herein.

Now, therefore, the parties agree to the following:

1. The University will make improvements to HSC following the conditions set forth in the Memorandum of Understanding (City contract #2006-1150) and recommended improvements by the Hammons Student Center Advisory committee which include but are not limited to staging for events, sports surfaces, event lighting, sound system/PA system improvements.

2. Costs not to Exceed. The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended.



3. Payment. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of Five Hundred Thousand and no/100 Dollars (\$500,000.00) subject to appropriation.

4. Conflicts. No salaried officer or employer of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. All applicable federal regulations and requirements of state law shall be observed by the parties hereto.

5. Notices. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City Manager and the Vice President for Administration and Information Services at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date FAX transmission occurs except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

6. Jurisdiction. This Contract and every question arising hereunder shall be construed and determined according to the law of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

7. Termination of Contract. Either party shall have the right to terminate this Contract upon giving written notice of intent to terminate to the other party at least Twelve (12) months prior to the date of termination. Any activities or events which have already reserved dates in the Student Center shall be allowed to have access to the Student Center for the activity or event already scheduled under the conditions, including the price, at which the event was originally reserved.

8. Term. Subject to all of the foregoing terms and conditions, the term of this Contract shall be from November 1, 2006, through October 31, 2011.

9. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The University hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official, or governmental immunity applicable to either party, its board or council members, officers, or employees.

10. Nondiscrimination. The parties agree in carrying out the terms of this Contract not to discriminate on any basis protected by Executive Order 11246, incorporated herein by reference, or any other basis protected by their respective employment and accommodation policies.

11. Entire Contract. This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

APPROVED AS TO FORM

University General Counsel

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Mary-Mannix Decker, Director of Finance

APPROVED AS TO FORM

Dan Wichmer, City Attorney

MISSOURI STATE UNIVERSITY

By: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
Greg Burris, City Manager



2006-1150

CONTRACT

	Routing Order	Date	Initials
Director of Finance	MARY MANNIX-DECKER	11/03/2006	MMD
Contract Administrator	MARILYN DAY	11/03/2006	MD
City Attorney	DAN WICHMER	11/08/2006	DW
City Manager	BOB CUMLEY	11-8	BC
City Clerk	BRENDA CIRTIN	11-8-07	to MD

New Contract
 Contract Renewal
 Addendum
 Change Order

Type Of Contract: INTERGOVERNMENTAL

Contractor: BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

Originating Dept: CITY ATTORNEY

Contact Person: DAN WICHMER

Effective Date: 11/01/2006

Termination Date: 10/31/2011

Amount: \$.00 Requisition: PO:

Additional Amt: \$.00

Notes:

Description: MEMORANDUM OF UNDERSTANDING TO ALLOW FOR CITY AND COMMUNITY USE OF JOHN Q. HAMMONS STUDENT CENTER

Council Bill: 2006-372

Ordinance No. 25092

4 copies hand carried M. Day Returned 11-17-06

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) UNIVERSITY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	MEMORANDUM NUMBER: 2006-1150	
<input checked="" type="checkbox"/> NEW MEMORANDUM		<input type="checkbox"/> RENEWAL OF MEMORANDUM	
CITY		UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1645 FAX (417) 864-1551 ATTN: DAN WICHMER, CITY ATTORNEY DEPT: CITY ATTORNEY		MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL AVENUE SPRINGFIELD, MO 65897 PHONE (417) 836- 5233 FAX (417) 836-4550 ATTN: GREG BURRIS, VICE PRESIDENT OF ADMINISTRATIVE & INFORMATION SERVICES	

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 8th day of November, 2006, by and between the Board of Governors of Missouri State University, a public university organized and operated under the Constitution and laws of the State of Missouri, hereinafter referred to as "University" and the City of Springfield, Missouri, a municipal corporation, hereinafter referred to as "City."

Whereas, the University owns and maintains the John Q. Hammons Student Center and recognizes that following the construction of the JQH Arena, the Student Center could be utilized for more community-wide activities and events to the benefit of the University; and

Whereas, the University supports making such Center available for activities and events that encourage economic development, particularly athletic tournaments and other multi-day conferences, conventions and entertainment activities; and

Whereas, the University and the City recognize that the dates the Center is available are finite and if certain dates are reserved for community activities and events, it is not available for other University purposes; and

Whereas, the City is desirous of community activities and events taking place in the downtown area when possible and appropriate; and

Whereas, this represents another excellent opportunity for the University and City to work together to improve our community and the University's quality of life.

Now, therefore, the parties agree to the following:

1. The City will include an allocation in the next ¼ cent referendum for Hammons Student Center improvements that could be used to support such community use as outlined in Paragraph 2 with the recommendations of an Advisory Committee appointed as outlined herein.

2. In scheduling the use of the Student Center, every effort will be made to accommodate the City and other community groups, recognizing that the resource of reserved dates is a finite one. Further, the

University will make the Student Center available to the City for up to four (4) event days annually at a nominal cost related to operating expenses (set up and out-of-pocket costs) to promote City sponsored activities. Other events will be at University's standard fees.

3. The University and City agree that the Advisory Committee referenced in Paragraph 2 above shall consist of members appointed as follows: Two by the President of the University; one by the City Manager or designee; one by the Convention Visitors Bureau Director or designee; and one by the Chamber of Commerce President or designee. Members of this committee shall be appointed and call their first meeting to order within sixty (60) days of the execution of this Memorandum by both parties. This committee shall adopt guidelines for the usage of the Student Center for those days reserved for community activities and events under this Memorandum. Consideration must be given to the type of activity or event, the limited number of days available under this Memorandum, the activity or event's (1) general interest throughout the community, (2) economic impact, (3) ability to further the mission of Jordan Valley, the Sports Commission, Vision 20/20 of the City and (4) ability to foster the feeling of community for the City and its immediate environs. The guidelines developed by the committee will be used in giving priority to and scheduling the community use of the Student Center. Community events should be consistent with this policy or approved by the Advisory Committee.

4. The University will continue to maintain the Student Center but shall allow City to comment on any plans to renovate or remodel the Center. Such plans will take into consideration the contributions to the University that are intended to support renovations or remodeling of the Center, as funded by the referendum as described in Paragraph 1.

5. In consideration of the promises and commitments of University as set forth herein, the City will defer financial contribution to the construction of any alternative arena.

6. Nothing in this Agreement should be construed to change the University's exclusive right to set schedules or manage the Student Center.

7. Conflicts. No salaried officer or employer of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Memorandum. A violation of this provision renders the Memorandum void. All applicable federal regulations and requirements of state law shall be observed by the parties hereto.

8. Notices. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City Manager and University President at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date FAX transmission occurs except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

9. Jurisdiction. This Memorandum and every question arising hereunder shall be construed and determined according to the law of the State of Missouri. Should any part of this Memorandum be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

10. Termination of Memorandum. Either party shall have the right to terminate this Memorandum upon giving written notice of intent to terminate to the other party at least Twelve (12) months prior to the date of termination. Any activities or events which have already reserved dates in the Student Center shall be allowed to have access to the Student Center for the activity or event already scheduled under the conditions, including the price, at which the event was originally reserved.

11. Term. Subject to all of the foregoing terms and conditions, the term of this Memorandum shall be from November 1, 2006, through October 31, 2011. This Memorandum may be renewed on an annual basis with the University President and the City Manager's written approval.


12. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The University hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official, or governmental immunity applicable to either party, its board or council members, officers, or employees.

13. Nondiscrimination. The parties agree in carrying out the terms of this Memorandum not to discriminate on any basis protected by Executive Order 11246, incorporated herein by reference, or any other basis protected by their respective employment and accommodation policies.

14. Entire Memorandum. This Memorandum contains the entire Memorandum of the parties. No modification, amendment, or waiver of any of the provisions of this Memorandum shall be effective unless in writing specifically referring hereto, and signed by both parties.

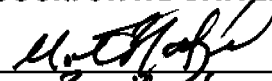
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

APPROVED AS TO FORM



University General Counsel


MISSOURI STATE UNIVERSITY

By: 

Title: President


CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.



Mary-Mannix Decker, Director of Finance

CITY OF SPRINGFIELD, MISSOURI

By: 

Bob Cumley, City Manager

APPROVED AS TO FORM



Dan Wichmer, City Attorney