

MEMORANDUM OF UNDERSTANDING BY AND AMONG
THE CITY OF EMPORIA, KANSAS,
THE EMPORIA RECREATION COMMISSION,
AND
EMPORIA UNIFIED SCHOOL DISTRICT 253

THIS Memorandum of Understanding (this “MOU”) is made and entered into this 7th day of February, 2024 by and among the City of Emporia (“City”), the Emporia Recreation Commission (“Rec Commission”), and the Emporia Unified School District 253 (the “School District”). The City, the Rec Commission, and the School District are sometimes collectively referred to herein as the “Parties”.

I. PURPOSE:

WHEREAS, the Rec Commission coordinates and delivers recreational programming and services at various facilities owned by the City, including the Lee Beran Rec Center located at 313 W 4th Ave, Emporia, Kansas; and

WHEREAS, the Rec Commission has identified a need for expanded recreational programming and facilities in the community;

WHEREAS, the City, the Rec Commission, and the School District desire to explore options for renovation, expansion, and/or construction of new recreational facilities to improve the quality of life of community members (hereinafter, the “Project”); and

WHEREAS, the purpose of this MOU is to document a framework of cooperation to consider and develop the Project in accordance with this MOU and the following Exhibits, which are incorporated into this MOU by this reference:

<u>Exhibit</u>	<u>Contents</u>
A	Steering Committee Representative, Organization, and Responsibilities

Exhibits to this MOU may be revised or deleted by Steering Committee consensus. The latest revision of any Exhibit will automatically be incorporated into this MOU without necessitating a formal modification as defined in Provision III-D.

II. AGREEMENT:

NOW THEREFORE, the Parties agrees as follows:

1. A Steering Committee is hereby established to identify priorities and provide guidance for the implementation of the Project. The Steering Committee shall consist of the following members:
 - A. One (1) member of the Emporia City Commission (the “City Commission”);
 - B. One (1) member of the Rec Commission who is not a member of the City Commission or Board of Education;
 - C. One (1) member of the School District;
 - D. One (1) member appointed by the Lyon County Commission;
 - E. Three (3) members-at-large, one of whom shall be appointed by the Emporia City Commission and one of whom shall be appointed by the Rec Commission and one of whom shall be appointed by the Board of Education, to represent the Emporia community; and
 - F. Such City, Rec Commission, and School District staff, not to exceed three (3) individuals from each organization, who wish to participate and advise the Steering Committee; provided that such participation shall be in an ex-officio and non-voting capacity.
2. The Steering Committee shall be organized and conduct its meetings in accordance with Exhibit A.
3. The Steering Committee shall:
 - A. Produce a Request for Qualification (“RFQ”) seeking a Construction Manager at Risk (“CMAR”) and architect for the Project by March 15, 2024;
 - B. Review RFQs and make recommendations to the City Commission regarding the selection of the CMAR and an architectural firm for the Project; provided that the authority for the final selections of the CMAR and the architectural firm, as well as any decisions regarding land acquisition for the Project, shall remain with the City;
 - C. Consider entering into separate arrangement(s) to implement management activities associated with the Project. Such arrangement(s) shall be independently authorized by appropriate authority;
 - D. Recognize that other organization and entities may assist in endeavors critical to the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to managing funds, writing grant applications, providing consultation, education, and facilitation;

E. Produce a written report summarizing its recommendations with respect to the Project, which shall be delivered to the Board of Education and the Rec Commission for approval prior to submission of the Steering Committee's recommendations to the City Commission for final Project approval.

4. Should the Project proceed, the Rec Commission agrees to pay the following preconstruction costs, up to a maximum of \$200,000 in the aggregate:

A. Architectural services, including but not limited to design, drafting, consultation fees;

B. Engineering services, including but not limited to structural, civil, and mechanical engineering fees;

C. Costs of special election, consisting of all expenses directly associated with the preparation, submission, and promotion of any ballot questions, in the event a ballot measure is required for Project approval;.

D. Survey services, to the extent required or appropriate;

E. Environmental services, to the extent required or appropriate; and

F. Any additional pre-construction expenses not listed herein shall require separate prior written approval of the Rec Commission.

III. MISCELLANEOUS. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. The principal contacts for this MOU are the Steering Committee Representatives and/or key contacts for the parties to this MOU as defined in Exhibit A.

B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Parties or any of the Representatives (as defined in Exhibit A) from participating in similar activities with other public or private agencies, organizations, and individuals.

C. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to any party of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition. *See Provision II-3.C.*

D. MODIFICATION. Modifications within the scope of this MOU shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being implemented.

E. TERMINATION. Any Party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.

F. SIGNATURES, COUNTERPARTS. In the interest of efficiency, this MOU will be distributed electronically for signature. Signatory officials should initially respond with their electronic signature to the email address listed below, followed by mailing their original hard copy signature to:

Name
Address
Address
Address
Email:

Once fully executed, an electronic copy of this MOU will be distributed to all signatory officials.

G. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2024, at which time it will expire.

[Signature pages follow]

EXHIBIT A

The Steering Committee will:

- A. Be comprised of a chairperson, vice-chairperson, and general Steering Committee representatives selected as provided in the MOU ("Representatives").
- B. Appoint an initial chair, who will be selected from the Representatives by the Representatives at its first meeting or as soon as practicable thereafter.
- C. Appoint subsequent Steering Committee chairperson and initial vice-chairperson from the Representatives. Intervals of such appoints shall be at the discretion of the Steering Committee.
- D. Engage an independent consultant (the "Consultant") to facilitate and guide the meetings and work of the Steering Committee, who shall have relevant experience, shall attend Steering Committee meetings, and shall use best efforts to keep the Project moving in a timely manner; provided that the Steering Committee shall have the sole and final discretion and responsibility for determining whether to follow or implement any advice rendered by the Consultant and the Consultant shall have no authority to act on behalf of the Steering Committee or any of the Representatives. The costs and expenses of the Consultant shall be paid by the Rec Commission.
- E. Make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this MOU. Representatives will use best efforts to participate in all scheduled meetings, and shall notify the chair when they are unable to attend. Meetings shall be held at such times and locations as determined by the Representatives.
- F. Share pertinent information, encourage and promote cooperation, and keep communication open and frequent so all Representatives are informed on the status of the issues that may affect the Project and the working relationship of the Steering Committee.
- G. Operate by consensus with a commitment to cooperation across jurisdictional boundaries.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the last date written below.

THE CITY OF EMPORIA, KANSAS

By: 
Name:
Title:

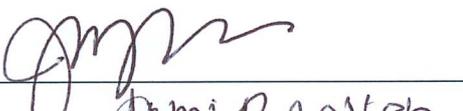
Date: 2-7, 2024

THE EMPORIA RECREATION COMMISSION

By: 
Name: Jeremy Dorsay
Title: Chairman

Date: 2-5-, 2024

THE EMPORIA UNIFIED SCHOOL DISTRICT 253

By: 
Name: Jami Reeve
Title: President

Date: 02/07, 2024