

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “*Agreement*”) is made and entered into effective as of the ____ day of _____, 2023 (the “*Effective Date*”), by and between City of Joplin, Missouri (the City), a Missouri municipal corporation, and the Joplin Area Chamber of Commerce (JACC).

RECITALS

A. The Joplin Regional Alliance for Health Care and Health Science (JRAH) is a group of stakeholders interested in pursuing economic development projects that leverage the area’s significant health care and education resources. The alliance has the following members:

1. Bryan Vowels – CEO Vowels Stovern Wealth LLC
2. Jeremy Drinkwitz – President Mercy Hospital
3. Katricia Pierson – President Crowder College
4. Keenan Cortez – City Council
5. Marc Hahn – President/CEO Kansas City University
6. Paula Baker – President Freeman Health System
7. Rudy Farber – Chairman Community Bank & Trust
8. Ryan Stanley – Financial Advisor Edward Jones
9. Stephanie Brady – Executive Director Community Clinic of SWMO
10. Travis Stephens – President JACC
11. Dean Van Galen - President MSSU
12. Nick Edwards – City Manager

B. The JRAH has requested a public/private partnership with the goal of creating a strategic roadmap for economic development in Joplin focused on healthcare, health sciences, and associated educational assets.

C. The JRAH solicited proposals from qualified experts to develop a strategic plan and have selected to engage “TECONOMY Partners LLC” (TEconomy) for services contained in the proposal attached to in a following exhibit. The total cost for services is \$166,160.00

D. On behalf of the JRAH, the JACC will serve as the coordinating entity to raise funds for the procurement of services and has requested a contribution from the City in the amount of \$80,000.00, with the remaining \$86,160.00 to be raised from private contributions.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the JACC hereby agree as follows:

ARTICLE 1.

DONATION

1.1 Contribution and Use of Funds. Upon the terms, covenants and conditions herein set forth, the City agrees to contribute \$80,000.00 to the JACC from the City's fiscal year 2023 budget. The funds shall be solely used for costs directly associated with scope of services as outlined in the TEConomy proposal.

1.2 Condition Precedent. The City's contribution is conditioned on the JACC completing the fundraising required for the balance of the projected cost of the TEConomy proposal, \$ 86,160.00 no later than October 31, 2023. The JACC shall secure this fundraising and provide a summary of commitments (while respecting any donor wishes for anonymity) to the City. The summary will provide information including irrevocable letters of intent to gift, transfer and otherwise commit to the JACC/project. In the event The JACC is unable to complete this fundraising by this date, then the City may terminate this MOU.

1.3 Information and Documentation. The JACC agrees to provide any information related to the project as may be requested by the City from time to time.

ARTICLE 2. REPRESENTATIONS, COVENANTS AND WARRANTIES

2.1 The City's Representation, Covenants and Warranties. The City represents, warrants and covenants to The JACC as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

2.1.1 *The City's Authority.* The City is a municipal corporation organized and existing under the laws of the State of Missouri and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by the City is fully authorized by all requisite authority; and no other consents by any other party are required for the City to execute and deliver this Agreement and such other documents.

2.1.2 *Authority of Signatories; No Breach of Other Agreements.* The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the City and the signatories of the City hereto. To the actual knowledge of the City, the performance by the City of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which the City is bound, and, to the actual knowledge of the City, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which the City is subject.

2.2. All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by the City and its representatives and agents.

If to JACC: Joplin Area Chamber of Commerce
Attention: Travis Stephens, President
320 E. 4th St.
Joplin, Missouri 64801

3.2 Effective Date; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 4. GENERAL PROVISIONS

4.1 Remedies. In the event of any breach or default by The JACC hereunder, The City shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by The City occurring prior to Closing and resulting in a failure to close, The JACC's sole and exclusive remedy shall be to terminate this Agreement, provided that The JACC shall not exercise such remedy unless The City has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

4.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

4.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

4.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

4.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both The JACC and The City. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.

4.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

4.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

4.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

4.10 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

4.11 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

4.12 Effective Date. As used herein, the term "***Effective Date***" shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of the JACC and The City.

4.13 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

4.14 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision shall control to the extent of the conflict.

[Remainder of page intentionally left blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set for below.

DONOR:

CITY OF JOPLIN, MISSOURI,
a Missouri municipal corporation

DONEE:

**JOPLIN AREA CHAMBER OF
COMMERCE**
Non-profit, Missouri Public Institution

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____