

CITY *of* CAPE GIRARDEAU

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”) is made and entered into this _____ day of _____, 2023, by and between the City of Cape Girardeau (“City”), and Southeast Missouri State University (“SEMO” and together with the City, the “Parties”):

WHEREAS, the City and SEMO hereby enter into this Memorandum for the application of two branded SEMO logos (see attached) on the City’s North County Park Water Tank at 302 Limbaugh Lane; and

WHEREAS, the branded logos would be applied on City infrastructure; and

WHEREAS, the City maintains the City’s North County Park Water Tank; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth in this Memorandum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

DUTIES OF THE CITY: The City shall and agrees to the following:

- Contract with the City’s tank maintenance provider for application of two SEMO branded logos to be placed on the City’s North County Park Water Tank. (Logo attached hereto.)
- During regularly scheduled maintenance, permit the City’s tank maintenance provider to repair the two SEMO branded logos.
- Permit the SEMO branded logos to remain on the North County Park Water Tank for the term of this Memorandum.
- Retain the City’s tank maintenance provider for the term of this Memorandum.

DUTIES OF SEMO: SEMO shall and agrees to the following:

- Pay funds to the City in the amount of \$10,772 which must be received by the City within thirty (30) days from the date above written.

TERM: The initial term of this Memorandum shall be for a period of five years from the date above written, unless both Parties agree to terminate prior to such date. At the expiration of the initial term, this Memorandum shall continue from year to year under its then existing conditions unless and until a Party hereto gives the other no less than thirty (30) days written notice of termination prior to expiration of the initial term or of the one year extension then in effect. After the initial term, the City may terminate this Memorandum at any time if the City changes tank maintenance providers or terminates its current tank maintenance provider contract.

BINDING AGREEMENT: This Memorandum contains the entire agreement of the Parties. The Parties acknowledge they are entering into this Memorandum for the purposes and for the reasons set forth herein, that they intend for this Memorandum to be interpreted and construed as a binding agreement, and that they will cooperate with each other in the spirit of those paragraphs to resolve any issues that may arise because of lack of more formal documentation with respect of the matters agreed to in this Memorandum.

CITY *of* CAPE GIRARDEAU

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF CAPE GIRARDEAU

By: Dr. Kenneth Haskin, City Manager

ATTEST:

Bruce Taylor, Deputy City Clerk

SOUTHEAST MISSOURI STATE UNIVERSITY



By: Dr. Brad Sheriff, Vice President

ATTEST:


