



Board of Governors Special Meeting

<https://us02web.zoom.us/j/88539010098>

Wednesday, 7/17/2024

4:00 - 5:00 PM CT

I. Roll Call *Presented By: Governor Lynn Parman*

II. Consent Agenda *Presented By: Governor Lynn Parman*

A. President

1. Approval of Employment Agreements for University Athletics

II.A.1. Approval of Employment Agreements for University Athletics - Page 2

B. Facilities and Equipment

1. Approval of Intergovernmental Agreement Regarding Law Enforcement Services with Missouri State University for Fiscal Year 2025

II.B.1. Approval of Intergovernmental Agreement Regarding Law Enforcement Services with Missouri State University for Fiscal Year 2025 - Page 4

C. Procurement and Financial

1. Approval of Procurement Activity Report

II.C.1. Approval of Procurement Activity Report - Page 15

III. Resolution Authorizing Closed Meeting, Pursuant to the Revised Statutes of the State of Missouri 610.021

III. Closed Special Meeting Resolution - Page 20

IV. Adjournment *Presented By: Governor Lynn Parman*

II.A.1.

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

HUMAN RESOURCES NO. 1766-24
Approval of Employment
Agreements for University Athletics

WHEREAS, the University desires to employ those Athletic Coaches/Administrators designated as New Hires in Schedule 1, pursuant to the terms and conditions of a mutually executed Athletics Employment Agreement.

WHEREAS, the University desires to continue the employment of those Athletic Coaches/Administrators designated as Continuing Employees in Schedule 1, pursuant to the terms and conditions of a mutually executed Athletics Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the applicable Employment Agreement for Athletics for individuals listed in Schedule 1.

Lynn Parman
Board Chair

Passed at meeting of
July 17, 2024

Rowena Stone
Secretary to the Board

Comments:

Individuals listed may also be eligible to earn achievement payments contingent upon the athletic success of certain athletics teams, pursuant to the terms of their Employment Agreement.

Schedule 1

Coach/Administrator's Name	Area	Position	Contract Salary	Designation
Landon Dove	Administrator	Assistant Strength and Condition Coach	\$40,000.00/annual	New Hire
Abigail Emmert	Women's Basketball	Assistant Coach	\$36,754.00/annual	New Hire
Maxwell Franey	Football	Administrative and Operations Assistant	\$45,000.00/annual	New Hire
Kara Gnade	Administrator	Athletic Trainer, Rehab	\$49,410.00/annual	New Hire
Geoff Jimenez	Baseball	Assistant Coach	\$70,000.00/annual	New Hire
William "Deck" McGuire	Baseball	Assistant Coach	\$67,000.00/annual	New Hire
Caitlin MeInychenko	Administrator	Academic Learning Specialist – Athletics	\$58,500.00/annual	New Hire
Thomas Simac	Administrator	Trainer, Medical and Rehab Services	\$49,410.00/annual	New Hire
Jay Spoonhour	Administrator	Assistant Director of Athletics – Fundraising	\$60,000.00/annual	Continuing
Sydney Wilson	Administrator	Student Athlete Development & Inclusive Engagement	\$47,500.00/annual	New Hire

II.B.1.

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

AGREEMENT NO. 480-24
Approval of an Intergovernmental
Agreement Regarding Law Enforcement
Services with Missouri State University for
Fiscal Year 2025

BE IT RESOLVED by the Board of Governors for Missouri State University that the University continue the Intergovernmental Agreement for Law Enforcement Services for Fiscal Year 2025 with the City of Springfield at a cost of \$1,054,989.23; and

BE IT FURTHER RESOLVED that the Intergovernmental Agreement will be effective from July 1, 2024 through June 30, 2025, and will continue on a month-to-month basis as needed; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the proposed Intergovernmental Agreement Regarding Law Enforcement Services be approved and that the President of the University or the Vice President for Administration and Finance be authorized to sign said Agreement on behalf of the Board of Governors and perform those acts necessary to carry out and perform the terms of the agreement.

Lynn Parman
Board Chair

Passed at meeting of
July 17, 2024

Rowena Stone
Secretary to the Board

COMMENTS:

The agreement with the City of Springfield provides for law enforcement services associated with the Springfield Police Department and the Missouri State University Springfield Police Substation. This annual contract represents a 3.86% increase from Fiscal Year 2024. This increase of \$39,194.81 covers an increase in salary and benefits for the 10 officers but was somewhat offset by a decrease in transportation costs.

The annual contract will be distributed between Missouri State University budget accounts as indicated below:

<u>Total Cost</u>	<u>E&G</u>	<u>Residence Life</u>
\$1,054,989.23	\$791,241.92	\$263,747.31

The University General Counsel has reviewed the agreement for legal sufficiency.

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2024	TERMINATION DATE JUNE 30, 2025	CONTRACT NUMBER: 2024-0606	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> RENEWAL OF CONTRACT No.	
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. JOSHUA LUDWIG DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: VICE PRESIDENT- ADMINISTRATIVE SERVICES	

**INTERGOVERNMENTAL AGREEMENT REGARDING
LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of MSU will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MSU:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.
2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:
 - a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 6 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.

3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.

4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.

5. The Springfield Police Department will investigate all accidents involving MSU and Bearline vehicles within the City of Springfield or on MSU property when requested.

6. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:

a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.

b. Staffing shortage reassignment. Staffing shortage reassignment shall mean reassignment of up to two (2) of the ten (10) police officer positions to a location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.

c. Temporary reassignment. Temporary reassignment shall mean reassignment of MSU substation police officer positions to a location other than the MSU substation which reduces the MSU substation staffing below eight (8) positions on a full-time basis. Temporary reassignment may only be done by mutual agreement and for a specified amount of time.

7. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.

8. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.

9. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.

10. The substation will maintain records which are available to the President (or his designee) to include but not limited to:

a. Substation payroll records.

b. Time sheet and detailed billing information sufficient for invoice reconciliation.

c. Work schedule of substation officers.

d. Calls For Service data within the designated substation area as defined by this contract.

e. Appropriate crime statistic information sufficient for Federal Clery reporting.

- f. Provide information consistent with legal restrictions from police reports.
- g. Equipment purchase orders.
- h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.
2. The Board agrees to pay for services provided by the City in a total amount not to exceed One Million Fifty-Four Thousand Nine Hundred Eighty-Nine Dollars and Twenty-Three Cents (\$1,054,989.23) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.
3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.
4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.
5. The Board agrees to provide an e-bicycle for each substation officer. The e-bicycle will meet the Springfield Police Department's specifications and will be replaced on a three-year cycle.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.
2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board 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.
3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.
4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.
6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.
7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services

in carrying out the terms and provisions of this agreement.

8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2024 through June 30, 2025. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

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

APPROVED AS TO FORM


The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University or designee

APPROVED AS TO FORM

The City of Springfield, Missouri

By:  _____
By: Chris Hoeman (Jul 10, 2024 09:17 CDT)
City Attorney or designee

By:  _____
City Manager or designee

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 therefor.



Director of Finance or his designee

EXHIBIT A MSU CAMPUS MAP



EXHIBIT B
Cost of MSU Substation Account
FY 2024-2025

	Totals
SALARIES / BENEFITS* Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$898,994.50
OVERTIME _____	\$106,553.00
Subtotal: _____	\$1,005,547.50
 OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$30,541.73
Subtotal: _____	\$49,441.73
 Total Contract Amount _____	 \$1,054,989.23

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc. Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation, Equipment and Software Cost
FY 2024-2025

Transportation

	2021	2017	2016	2013
	Ford Interceptor	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost	48,017.43	\$48,048	\$38,350.00	
7 Year Depreciation	6,859.63	Fully Depreciated	Fully Depreciated	Fully Depreciated

Annual Depreciation for one (1) vehicle	\$6,859.63
Fuel Cost **	\$5,844.00
Maintenance and Repair Cost **	\$10,746.00
Vehicle Subtotal	\$23,449.63

Equipment

Ten (10) Body Worn Cameras

	10 Body Worn Cameras
Purchase Cost Per Camera	\$2,551.57
5 Year Depreciation (Year 4 of 5)	\$510.31
Annual Depreciation for (10) Body Worn Cameras	\$5,103.10
Body Worn Camera Subtotal	\$5,103.10

Note: 5 e-Bikes are fully depreciated.

Software

Ten (10) Office 365 annual software license fees \$198.90 each
Software Subtotal \$1,989.00

Total Annual Transportation, Equipment and Software Cost \$30,541.73

* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY24 (July 2023-June 2024). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* ("Title IX"), and the Violence Against Women Act ("VAWA"), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU's attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education's Office for Civil Rights ("OCR"), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* ("FERPA"), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU's campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.

II.C.1.

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

PURCHASING ACTIVITY REPORT NO. 535-24
Approval of Procurement Activity Report

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for all reportable actions since the last Board of Governors' meeting, as presented by the Office of Procurement Services, be approved.

Lynn Parman
Board Chair

Passed at meeting of
July 17, 2024

Rowena Stone
Secretary to the Board

COMMENTS:

Recommend the attached report summarizing all reportable Office of Procurement Services activity from June 11, 2024 through July 10, 2024 be approved.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
OFFICE OF PROCUREMENT SERVICES**

FOR INFORMATIONAL PURPOSES ONLY

Single Feasible Source > \$100,000

**Platform Management Service for Electronic Databases
University Libraries** **\$112,011.00
(Estimated)**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, University Libraries has reviewed library electronic databases and recommends continued service to EBSCO as the incumbent for the current platform management service.

EBSCO is a direct leading provider of research databases, e-journals, magazine subscriptions, e-books, and discovery services to libraries of all kinds. EBSCO FOLIO is an open-source library services platform (LSP) that provides inventory management, resource management (acquisitions), and circulation management functionality to enable the library to provide its core services to members of the university community.

Service includes FOLIO Implementation and FOLIO Package, which provide implementation services that include system setup, configuration, discovery service with FOLIO Patron empowerment, migration support, as well as software hosting for the library's FOLIO Library Services Platform System.

In addition to providing implementation and setup, the FOLIO Package covers FOLIO usage consolidation with usage loading service complete, bi-annual services, and a holdings IQ access with full-text finder. The SAML and IP Proxy-based resource access management and authentication services enable the library to provide authenticated access to university-licensed electronic resources to users, both on-campus and off-campus.

FOLIO Package and services are for service from July 1, 2024, to June 30, 2025.

Note: Funding to be from the Library Administration A02000 172000 73402 041.

June 11, 2024 through July 10, 2024`

**ACTIVITY REPORT
PAGE TWO**

Single Feasible Source > \$100,000

**Electronic Databases for Journals and Magazines \$133,524.00
University Libraries**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University is processing payment to EBSCO, Dallas, Texas, to renew services for multiple annual electronic databases for the library.

Services reference Academic Search Complete, associated program sources such as religion, gender, music, political science, and other sources for the period July 1, 2024 through June 30, 2025, and the EBSCO SocINDEX providing full-text coverage and indexing to over 19,000 journals and magazines for the Period August 1, 2024 through July 31, 2025.

University Libraries have subscribed to these anchor electronic resources since 2004, and renewal is direct through EBSCO as the provider.

Subject to ongoing satisfactory performance, future orders will be issued on a continuing basis as needed.

Note: Funding to be from the Library Materials A02000 172002 73219 041.

Exercise of contract renewal option for the purchase of goods and services estimated > \$100,000.

**Water Treatment Chemicals and Services \$155,000.00
Facilities Management (Estimated)**

Renewal requested for Contract C7747-1 Water Treatment Chemicals and Services to treat the building water systems on campus, which includes multiple boilers, chillers, and cooling towers.

This is the fourth renewal of six university available contract renewal options, for the contract period January 1, 2025, through December 31, 2025.

June 11, 2024 through July 10, 2024`

**ACTIVITY REPORT
PAGE THREE**

Inflation, and increased demand for the District Chilled Water System (DCWS), fuel delivery increase, and two larger cooling towers have increased the estimate to \$155,000.00, and as a result, reporting applies.

Subject to need and continued satisfactory performance, the University will continue to exercise the remaining available annual renewable options. Contract prices are based on the renewal option percentage of 3% annually listed in the contract.

Note: Funding to be from ongoing operational budgets.

Single purchase > \$100,000 from established cooperative contract

Wireless Equipment Networking and Telecommunications	\$170,000.00 (Estimated)
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Pursuant to University policy, which allows the University to participate in contract agreements established by other public entities, the University seeks approval to utilize PEPPM Cooperative Contract 530205-001 through BlueAlly.

The purpose of this procurement is to obtain Aruba network hardware, maintenance services, and licenses to replace aging wireless access points in Freudenberger House. Equipment will provide continued wireless access to the students and staff in the residence hall.

Note: Funding to be from Telecommunication Services Networking and Telecommunications Supplies Computer General Administration and Logistical Services D02008 062048 Contract for the purchase of goods and services estimated < \$250,000.

Single Feasible Source > \$100,000

Academic Integrity Product Office of the Provost	\$236,187.86
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Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, recommend a three-year enterprise license agreement for the Turnitin integrity product, which offers comprehensive protection against academic misconduct.

June 11, 2024 through July 10, 2024`

**ACTIVITY REPORT
PAGE FOUR**

Term	Expenditure
Year One	\$ 74,560.75
Year Two	\$ 78,215.99
Year Three	\$ 83,411.12
Total Extension	\$236,187.86

The new multi-year agreement is based on a one-year pilot service that integrates with Brightspace, the University’s current learning management system.

Main product licensure protects against copy/paste plagiarism and student collusion, including draft resubmissions, while offering comprehensive protection against academic misconduct, and emerging challenges such as artificial intelligence (AI) writing and contract cheating. Services are aligned with a Turnitin Private Node, which is a private institutional paper repository. In order to promote staying current with product updates, recordings are available for 12 months.

Pricing for the Turnitin integrity product includes a Focused Services Package that is designed to support the internal team. Included are an exclusive alignment session and integration checks, with up to a total of four hours of in-depth online training delivered via multiple sessions that are one to two hours each.

Focused Services is a one-time cost that allows one full year of training access for the purpose of insuring adoption and best practice. Additionally, the main license pricing is based on student full time equivalent (FTE) count. Private Node is a reoccurring cost, allowing the institution to keep submitted works to the plagiarism checker confined in-house to the institution, allowing control of proprietary data.

Note: Funding to be from ongoing operational budgets.

III.

RECOMMENDED ACTION - Resolution authorizing closed meeting

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held during a recess of this special meeting of the Board of Governors to consider items pursuant to the [revised statutes of the State of Missouri 610.021](#):

- A. R.S.Mo. 610.021(1). “Legal actions, causes of action, or litigation involving a public governmental body...”
- B. R.S.Mo. 610.021(2). “Leasing, purchase or sale of real estate by a public governmental body...”
- C. R.S.Mo. 610.021(3). “Hiring, firing, disciplining or promoting of particular employees by a public governmental body...”
- D. R.S.Mo. 610.021(6). “Scholastic probation, expulsion, or graduation of identifiable individuals...”
- E. R.S.Mo. 610.021(9). “Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;”
- F. R.S. Mo. 610.021(11) and (12). “Specifications for competitive bidding...;” and “Sealed bids and related documents...;”
- G. R.S.Mo. 610.021(13). “Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...;”
- H. R.S.Mo. 610.021(14). “Records which are protected from disclosure by law;” and
- I. R.S.Mo. 610.021(17). “Confidential or privileged communications between a public governmental body and its auditor,...”