

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SEMO REDI, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE SOLICITATION OF BUSINESS, INDUSTRY, AND COMMERCE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Semo REDI, of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: January 17, 2023.

SECOND READING: January 17, 2023.

PASSED AND APPROVED this 17th day of January, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

(SEAL)

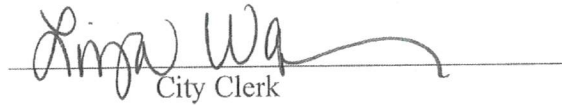
ATTEST:



CITY OF JACKSON, MISSOURI

BY:


Mayor


City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into this 17th day of January, 2023, by and between the *Semo REDI, a Missouri corporation*, and the *CITY OF JACKSON, MISSOURI, a municipal corporation*, ("Founder"), WITNESSETH:

WHEREAS, Founder is one of a group of Founders which has established Semo REDI to provide services to Founder; and

WHEREAS, Semo REDI had been constituted a general not-for-profit corporation in the State of Missouri, whose corporate purpose is to actively solicit business, industry, and commerce for the greater Cape Girardeau, Missouri, area; and

WHEREAS, Founder is to receive the direct and indirect benefit of the activities and efforts of Semo REDI.

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** The term of this contract shall be for one year beginning January 1, 2023, and ending December 31, 2023. The Founder may at its sole option extend the term of this contract for an additional one year beginning January 1, 2024, and ending December 31, 2024. Thereafter, the parties may extend this contract for additional terms beginning on January 1 of each year and ending December 31 of each year.

2. **PAYMENT:** The City shall pay Semo REDI \$26,791.00 for the year 2023 in four equal quarterly installments payable January 1, April 1, July 1, and October 1. Semo REDI shall set the amount to be charged for the upcoming year before December 31. The Founder shall have the option to re-negotiate the contract between the parties if the Founder objects to the amount set to be charged. Each year during the term of this contract payments shall be made to

Semo REDI in four equal quarterly installments payable January 1, April 1, July 1, and October 1.

3. **SERVICES:** SEMO REDI will provide to Founder the direct and indirect benefit of Semo REDI carrying out the stated corporate purposes of Semo REDI, which are to solicit and recruit business and commerce to the Cape Girardeau, Missouri, area through establishing an office and hiring personnel to pursue industrial recruitment on a fulltime basis as directed by the member of the Board of Directors of Semo REDI made up of individuals elected and appointed by the Founders of Semo REDI.

4. **FOUNDER REPRESENTATION:** Founder shall have the right to select one of Semo REDI's Board of Directors, which director shall serve a term to be determined in accordance with the bylaws of Semo REDI so long as Founder extends the terms of this contract. In the event the terms of this contract are not extended, then Founder shall forfeit its right to select a member of the Board of Directors.

5. **YEARLY REPORT:** Semo REDI will report yearly to Founder on its recruitment and promotional activities and its financial transactions, including details of receipts and expenditures. In addition, the director shall report yearly to the Board of Aldermen of the Founder concerning business recruitment and development activities relating directly or indirectly to the Founder.

6. **AREA PROMOTED:** Semo REDI will promote the aggregate geographic area represented by all Founders and shall not promote any activity outside said geographic area without the express unanimous consent of the directors of Semo REDI. The aggregate geographic area represented by Founders is that area within the boundary of Cape Girardeau County, Missouri, and within the cities of Cape Girardeau, Jackson, and Scott City, Missouri.

7. **BOOKS AND RECORDS:** All books and records of Semo REDI prepared and maintained in the course of its operation shall be the property of Semo REDI and, except for the yearly reporting above provided for, the information contained therein shall be available to Founder and only through Founder's duly elected or appointed representative(s) to the Board of Directors of Semo REDI.

8. **NON-AGENCY:** Nothing contained herein shall be construed as an agency agreement. Semo REDI's only relationship with Founder is to provide the services set out herein and it has no authority to, and will not represent itself to have authority to, act on behalf of Founder in any manner except as provided herein.

9. **PUBLIC LIABILITY INSURANCE:** Semo REDI agrees to maintain at all times during the term of this contract comprehensive public liability insurance in a responsible insurance company, licensed to do business in the State of Missouri, properly protecting and indemnifying Founder in an amount of not less than the insurance requirements stated below:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson as a named additional insured.

10. **TERMINATION:** Founder shall have the right not to renew this contract for any calendar year of the contract (after the first calendar year). Founder shall act on renewal of this contract before December 31 of each year and shall provide Semo REDI with notice of its renewal or nonrenewal on or before December 31 of each year.

11. **INDEMNITY:** To the fullest extent permitted by law, Semo REDI agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the services provided by Semo REDI under this contract involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of Semo REDI its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Semo REDI or anyone for who acts the Semo REDI may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

12. **DEFENSES:** No provision of this contract shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

13. **LAW AND VENUE:** This contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

14. **ASSIGNS AND SUCCESSORS:** The terms, covenants, and conditions of this contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this contract.

15. **ENTIRE CONTRACT:** This contract constitutes the entire contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this contract.

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IN WITNESS WHEREOF, the parties have duly executed this contract the day and year first above written.

Semo REDI

By: James Eggle
Chairman of the Board of Directors

ATTEST:

N/A
Executive Director



CITY OF JACKSON, MISSOURI

By: [Signature]
Mayor

ATTEST:

Linda Wa
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.E. Walker-Lakenan 117 S Broadview Street Cape Girardeau MO 63703	CONTACT NAME: Brianna Hercher	
	PHONE (A/C, No, Ext): 573-335-3307	FAX (A/C, No): 573-335-5844
	E-MAIL ADDRESS: Bhercher@wewalker.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Insurance Group	
	INSURER B : HARTFORD INSURANCE GROUP	914
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 392184724 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NFP0127092-06	8/26/2024	8/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			84SBARV3491	8/2/2024	8/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	84WBCBV6199	8/2/2024	8/2/2025	PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	D&O/EPLI Liability			NFP0127092-06	8/26/2024	8/26/2025	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's operation. Blanket additional Insured applies. Certificate holder is hereby an additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Jackson
101 Court Street
Jackson MO 63755

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES, OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	City Project Title
City of Jackson, Missouri	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Authorized Insurance Representative:

