

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this \_\_\_\_\_ day of January, 2026, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, ("City"), and the **UPTOWN JACKSON REVITALIZATION ORGANIZATION, INC.**, a Missouri Non-profit Corporation, ("UJRO"), WITNESSETH:

**WHEREAS**, UJRO desires to implement the Hometown Heroes Banner Program ("Program"), which involves the installation of banners honoring local United States veterans on poles owned by the City; and

**WHEREAS**, the City supports the Program as a means to recognize and honor United States veterans in the community; and

**WHEREAS**, the parties desire to establish the duties and responsibilities of the City and UJRO for the design, installation, and maintenance of the banners ("Banners") under the Program.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

1. UJRO will, at its expense, prepare, or cause to be prepared, plans and specifications for the design and installation of Banners on City owned poles.
2. UJRO will present the plans and specifications for the Banners to the City for its review and approval.
3. City agrees to install the Banners on City owned poles according to the plans and specifications approved by the City.
4. UJRO will maintain the Banners in a safe, neat, and good physical condition at the sole expense of UJRO.
5. UJRO agrees that the City is not responsible for loss or damage to the Banners and the Banners shall be the sole property of UJRO.
6. The parties agree that if a Banner requires replacement, UJRO will purchase the Banner and the City will provide the labor to install the Banner on City owned poles.
7. UJRO agrees that it is responsible for obtaining any necessary permissions and installation of Banners on property not owned by the City, if applicable.
8. To the fullest extent permitted by law, UJRO agrees to indemnify, defend and hold harmless the City, 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 Banners involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or 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 UJRO, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by UJRO or anyone for whose acts UJRO may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

9. UJRO will provide the City with a Certificate of Insurance subject to approval by the City.
10. UJRO, its contractors and volunteers will comply with all applicable city, state, and federal ordinances, statutes, regulations, policies, permits and procedures.
11. This Agreement may not be assigned without the written consent of the City.
12. This Agreement may be terminated by either party for any reason upon giving thirty (30) days written notice. City agrees to remove the Banners from City owned poles.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

**CITY:**

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

**UJRO:**

UPTOWN JACKSON REVITALIZATION  
ORGANIZATION INC.

By: Tina J. Weber  
Tina Weber, President

ATTEST:

\_\_\_\_\_  
Secretary