

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 16th day of June, 2022, by and between the *CITY OF JACKSON, MISSOURI, a municipal corporation*, hereinafter referred to as the “City,” and the *Jackson Senior Center Foundation, a Missouri Non-profit Corporation*, hereinafter referred to as the “Foundation,”

WITNESSETH:

WHEREAS, the American Rescue Plan Act (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

WHEREAS, the United State Department of Treasury has released a guide on allowed uses of funds and allocated money for state, local, territorial and Tribal governments from the ARPA Fund; and

WHEREAS, the City received an allocation from the ARPA Fund; and

WHEREAS, under section 602(c)(3) of ARPA, the City may transfer funds to a private non-profit entity for the purpose of meeting ARPA’s goals; and

WHEREAS, the City desires to distribute a portion of its ARPA Fund allocation to the Foundation for the purpose of assisting the Jackson Senior Center (the “Center”), a Missouri Non-profit Corporation located within the City that has suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, The Center was opened in 2005 under the Older Americans Act (OAA) of 1965, for the purpose of meeting the nutritional and social needs of senior citizens who are residents of the City; and

WHEREAS, The Center prepares approximately three hundred (300) hot meals daily for senior citizens who are residents of the City; and

WHEREAS, the home delivered and congregate meal programs are vital for providing the nutritional needs of senior citizens who are residents of the City; and

WHEREAS, the Center closed from March of 2020 to June 2021 due to the Covid-19 pandemic which resulted in significant revenue loss for the Center because of continued payment of ongoing financial requirements including the payment of employees; and

WHEREAS, the Center is in need of replacement of kitchen equipment that is unreliable and affects the Center's ability to meet the needs of senior citizens who are residents of the City; and

WHEREAS, the kitchen equipment needs include replacement of the stove, steam table and dishwasher; and

WHEREAS, a significant part of the Center's services include the delivery of meals to senior citizens who are homebound residents of the City; and

WHEREAS, the current van used for deliveries is ten (10) years old, often requires repairs and is unreliable, and a new van is needed to meet the nutritional needs of senior citizens who are residents of the City; and

WHEREAS, additional funds are needed due to increased operation expenses including payroll and food costs; and

WHEREAS, the Foundation is the entity responsible for managing the equipment and funds necessary for the Center to meet the nutritional needs for the senior citizens who are residents of the City.

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. The City will distribute to the Center a one-time payment of \$109,000.00 from the City's allocation of ARPA Funds.

2. The Center understands that the allocation of ARPA funds does not constitute an agreement or obligation for the distribution of additional ARPA funds or any other funds from the City.

3. The Center agrees to use the funds for replacement of kitchen equipment and the delivery van, and the increased operation expenses, so that the Center can continue to meet the nutritional needs of senior citizens who are residents of the City.

4. The Center agrees to comply with all applicable federal, state, and local laws, rules and regulations in the receipt and use of this payment, and supply such information to the City upon the City's request.

5. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either

party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

6. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

7. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

8. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

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

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

Jackson Senior Center Foundation:



Philip Pierce, President