

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of July, 2022, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “**City,**” and ***COUNTY OF CAPE GIRARDEAU, MISSOURI, a political subdivision of the State of Missouri***, hereinafter referred to as the “**County,**” **WITNESSETH:**

WHEREAS, the City will repair and improve N. Farmington Road and N. Oak Hill Road as part of the City’s Asphalt Pavement Improvement Program; and

WHEREAS, parts of N. Farmington Road and N. Oak Hill Road are owned by the County; and

WHEREAS, the County repaired and improved Harmony Lane; and

WHEREAS, part of Harmony Lane is owned by the City; and

WHEREAS, costs for each project are substantially the same and neither the City nor the County desire to charge the other for the repairs and improvements made on the other’s behalf; and

WHEREAS, the County’s repairs and improvements to that portion of Harmony Lane owned by the City was done so without cost to the City and is a benefit to the citizens of the City; and

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. As part of its Asphalt Pavement Improvement Program, the City will repair and improve those parts of N. Farmington Road and N. Oak Hill Road that are owned by the County.

2. The County acknowledges and the City agrees that the repairs and improvements to be made by the City to the parts of N. Farmington Road and N. Oak Hill Road owned by the County will be done at no cost to the County.

3. The County understands that the City's repairs and improvements to those parts of N. Farmington Road and N. Oak Hill Road that are owned by the County does not constitute an agreement or obligation for future repairs and improvements by the City.

4. In return for the City's repairs and improvements to those parts of N. Farmington Road and N. Oak Hill Road that are owned by the County, the County agrees that the repairs and improvements made by the County to those parts of Harmony Lane owned by the City were done so at no cost to the City.

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

County of Cape Girardeau, Missouri:

Clint Tracy, Presiding Commissioner

ATTEST:

Kara Clark Summers, County Clerk