

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2023, by and between ***CITY OF JACKSON, MISSOURI, a Municipal Corporation***, hereinafter referred to as “City,” and ***JACKSON MEMORIAL VFW POST NO. 10495, a Missouri Nonprofit Corporation***, hereinafter referred to as “VFW,” WITNESSETH:

WHEREAS, City operates Brookside Park in which a number of special events and occasions are held throughout the year; and

WHEREAS, VFW is responsible for displaying at Brookside Park, United States American Flags (“Flags”) for many of those special events and occasions; and

WHEREAS, City recognizes that VFW’s display of Flags is a good and positive activity for City and its citizens; and

WHEREAS, VFW is in need of space within Brookside Park to store Flags it displays for special events and occasions; and

WHEREAS, City desires to support VFW in its display of Flags.

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 acknowledge, it is mutually covenanted and agreed as follows:

1. City hereby grants to VFW the right to use a portion of Brookside Park on a non-exclusive basis for the purpose of placement of a metal shed to store Flags the VFW displays.
2. The parties agree that the shed will be gray with red roof and trim constructed of metal with a size of twelve (12) feet by twenty-four (24) feet as shown on Exhibit A attached hereto and made a part hereof.

3. The parties agree that the location of the metal shed will be as generally shown on Exhibit B attached hereto and made a part hereof.

4. VFW agrees that it will provide sufficient notice of the delivery and placement of the metal shed to Jason Lipe, Director of City Parks and Recreation, so that he can be present for the delivery and confirm placement of the metal shed.

5. VFW agrees to restore the surface of the ground which is disturbed or damaged as a result of the delivery and placement of the shed.

6. In return for City's grant of use of a portion of Brookside Park for the above described purpose, VFW agrees to indemnify, defend and hold harmless 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 VFW's use of Brookside Park for storage of Flags 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 the VFW, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the VFW or anyone for whose acts the VFW may be liable.

7. Either party may terminate this agreement upon written notice to the other. Upon termination of this agreement, VFW will remove the metal shed from Brookside Park within thirty (30) days.

8. No provision of this agreement shall require City to repair or otherwise maintain the metal shed. The City shall not be responsible for vandalism, damage or theft of the metal shed or Flags.

9. VFW agrees to provide City with a Certificate of Insurance that will remain current during the term of this agreement verifying coverage for commercial general liability insurance with a minimum limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate written on an occurrence basis; and City listed as a named additional insured.

10. No provision of this agreement shall constitute a waiver of City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

11. All exhibits attached to the Contract are incorporated herein as if fully set forth.

12. This Memorandum of Understanding contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such 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.

13. This Memorandum of Understanding shall be governed by and construed in accordance with 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. 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.

15. Words of any gender used in this Memorandum of Understanding shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

16. 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.

17. 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

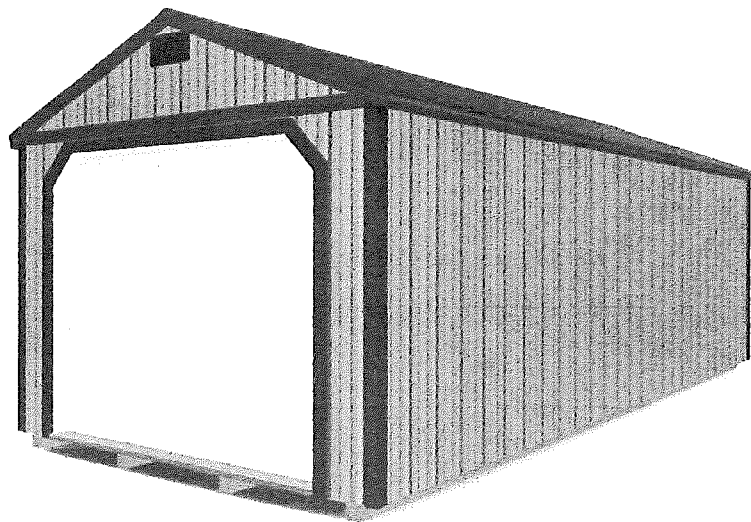
By: _____
Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

JACKSON MEMORIAL VFW
POST NO. 10495

By:  _____
Larry Koehler, President



PRO

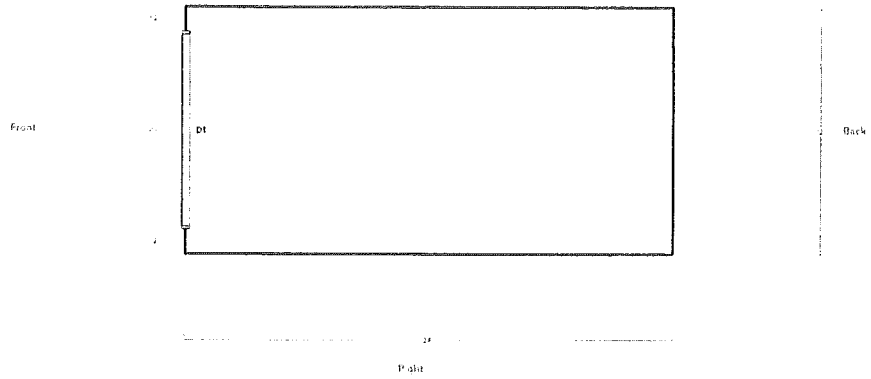
Current Size: 12x24

Your interest is greatly appreciated! To set up an appointment, kindly get in touch with us at your earliest convenience.



X

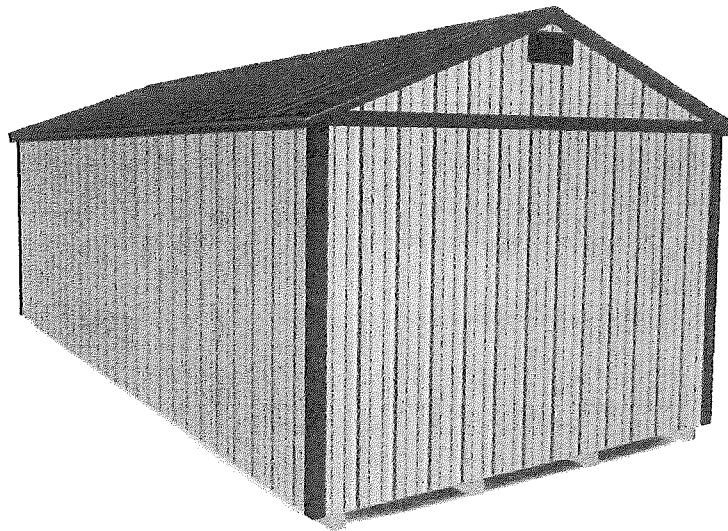
Cell



Garage 12x24

SYMBOL LEGEND

V1 [Symbol] Vinyl Siding 12'x4' DT [Symbol] Double Door 5'x7'



Current Size: 12x24

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City of Jackson

EXHIBIT

B



9/21/2023, 9:57:17 AM



Parcel

911 Address 2021 Aerial Imagery



Green: Band_2



City Limit

Street Names



Red: Band_1



Blue: Band_3

1:2,257

0 0.01 0.03 0.06

0 0.02 0.04 0.09 km

City of Jackson, Missouri Dept. of Conservation, Esri, HERE
INCREMENT P, NGA, USGS

City

City