

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_\_ day of November, 2022, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and ***Missouri Main Street Connection***, hereinafter referred to as “**MMSC**,” and Uptown Jackson Revitalization Organization, hereinafter referred to as “**UJRO**,” **WITNESSETH:**

**WHEREAS**, the City of Jackson is designated a Certified Local Government by the State Historic Preservation Office of the Missouri Department of Natural Resources.

**WHEREAS**, all three parties will benefit from the grant proceeds from a Missouri Department of Natural Resources Division of State Parks Historic Preservation Fund Grant Program Planning and Outreach Grant, and find it in the best interest of all parties to partner in the responsibilities of obtaining, utilizing, and administering the grant.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is mutually covenanted and agreed as follows:

1. The City’s Mayor shall execute a completed grant application form upon approval of the Board of Aldermen. The City shall disburse all received grant funds upon receipt to MMSC for completion of the project and administration of the grant following a request for payment and submission of associated invoice(s).
2. MMSC shall provide all remaining funds, including any matching funds, in excess of the grant amount, to execute the terms of the grant.
3. MMSC shall provide all administration duties related to the grant, including all reporting and follow-up documentation.

4. MMSC shall plan and execute the format of the workshop, provide speakers from the National Alliance of Preservation Commissions and other preservation-related speakers, provide presentation equipment, and provide all printed or digitally-presented materials associated with the workshop.

5. MMSC shall provide complementary registrations to UJRO board and committee members and the City's Historic Preservation Commission members at the following rate: After five full paid registrations, one full free registration per full paid registrant.

6. UJRO and the City shall share equally the complementary registrations. If either organization does not have enough registrants to use their share of complementary registrations, remaining eligible registrations may be used by the other.

7. UJRO shall provide adequate workshop facility/facilities in the City of Jackson, including furnishings and other accoutrements necessary to host a two-day workshop with an anticipated attendance of up to 35 persons on Day 1 and up to 100 persons on Day 2. UJRO shall also reserve an adequate facility for an evening networking dinner/activity on Day 1 for up to 60 persons.

8. UJRO shall arrange a walking tour of the Uptown district on Day 1.

9. This Memorandum of Understanding shall be valid until workshop completion and grant close out.

10. This Memorandum of Understanding contains the entire agreement of all parties and can be altered, amended, or modified only by written instrument executed by all 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 any party or waive or release any party from any

default or the performance or fulfillment of any obligation or liability or operate as against any 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 any party to exercise any rights or remedies shall not release the other parties from their obligations hereunder.

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

12. 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.

13. 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.

14. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by any 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

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Dwain Hahs, Mayor

ATTEST:

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Liza Walker, City Clerk

**MMSC:**

MISSOURI MAIN STREET  
CONNECTION, INC.

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Gayla Roten, Director

**UJRO:**

UPTOWN JACKSON REVITALIZATON  
ORGANIZATION, INC.

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Hunter Williams, President