

CONTRACT FOR THE PROVISION OF SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and ***UPTOWN JACKSON REVITALIZATION ORGANIZATION INC., a nonprofit corporation organized in the State of Missouri***, hereinafter referred to as “**UJRO**,” **WITNESSETH:**

WHEREAS, UJRO is a nonprofit corporation dedicated to uptown Jackson and is affiliated with Missouri Main Street Connection, Inc., and a member of National Main Street Center, Inc.; and

WHEREAS, UJRO has agreed to provide the following services:

Organization – unified management and organization for the Jackson Uptown Historic District.

Promotion – develop and update a consistent promotion and public image program for the Jackson Uptown Historic District.

Design – initiate and develop design proposals for façade, signage, lighting, landscape, and the overall aesthetic look of the Jackson Uptown Historic District.

Economic Vitality – strengthen the existing economic assets of the uptown area while diversifying its economic base, including recruiting new businesses, marketing vacant space, and strengthening the management capabilities of individual merchants.

and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to contract with UJRO for the providing of such services and the parties desire to memorialize their agreements in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **TERM OF CONTRACT.** The term of this Contract shall be from January 1, 2023, through December 31, 2024. UJRO and the City may agree in writing to renew this Contract in successive two-year terms sixty days prior to the end of any contract term.

2. **PAYMENT.** The City shall pay to UJRO the sum of \$25,000.00 in quarterly installments due on the 1st day of January, April, July, and October of each year. The parties may change the payment amount in writing with the effective date of the change.

3. **BOARD MEMBER OF UJRO.** The parties agree that the City shall appoint at least one member to the governing board of UJRO who shall serve as a voting member.

4. **SERVICES.** There are certain services which the City finds beneficial to the citizens of the City and hereby agrees that those services shall be provided by UJRO during the term of this Contract with said services including, but not limited to, the following:

(a) Work with the Board of Aldermen, the City Administrator, and their designees to meet established goals, objectives, and action steps of the Board of Aldermen relating to the uptown area of the City.

(b) Participate in and cooperate with the Jackson Community Outreach Board, the Jackson Area Chamber of Commerce, and the Historic Preservation Commission to help achieve its goals.

(c) Prepare and present a report to the Board of Aldermen of the City outlining all activities directed toward accomplishment of the services and goals outlined in this Contract with

references as to which services or goals the action items relate to. Said report shall be presented to the Board of Aldermen of the City prior to September 1 of each year.

(d) Solicit information for available spaces/buildings for purchase or lease including size, former use, and contact person with information and pricing.

(e) Oversee all aspects of uptown beautification efforts relative to:

(1) landscaping;

(2) public art;

(3) streetscapes;

(4) hanging flower baskets and banners;

(5) façade renovations;

(6) holiday lighting program;

(7) Oversee the upkeep of the uptown area through employing maintenance personnel;

(8) Work with city, state, and national groups to implement Main Street principles and the DREAM initiative including, but not limited to:

(i) Organizing and attending local meetings and events;

(ii) Attending state trainings, meetings, conferences, and events;

(iii) Maintaining contact with state/national officials via email and phone;

(iv) Researching and compiling information as requested;

(v) Collaborating with local entities for Main Street/DREAM related projects;

(9) Work with any organization or committee willing to develop, coordinate, or organize projects in the uptown area and oversee events including, but not limited to, February

Annual (Art Exhibit), Springfest, Jackson in Bloom, Oktoberfest, and Uptown Christmas Parade; and

(10) Attend trainings at both the state and national level to further UJRO's knowledge in uptown development and revitalization.

5. **EXCLUSIVE CITY FUNDING SOURCE.** The parties agree that this Contract shall be the exclusive source of support or contribution from the City unless the City distributes a portion of its ARPA funds to UJRO which shall be the sole decision of the City.

6. **HOLD HARMLESS AGREEMENT.** 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 UJRO's performance of this Contract, and including UJRO's use of City's facilities, buildings, equipment or infra-structure under this Contract, involving an injury to a person or person, 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 officer, agents, and volunteers, or anyone directly or indirectly employed or hired by the UJRO or anyone for whose acts the UJRO may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

7. **INSURANCE REQUIREMENTS.** UJRO shall provide City with a Certificate of Insurance listing the City as a certificate holder and reflecting the following minimum coverage:

- (a) Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.

- (b) Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- (c) Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- (d) Additional Insured Endorsement naming the City of Jackson as an additional insured.

8. **ASSIGNMENT.** No portion of the work covered by this Contract except as provided herein shall be sublet or transferred without written consent of the City. The subletting of the work shall in no way relieve the UJRO of its primary responsibility of the quality and performance of the work. The UJRO will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under UJRO's control.

9. **SOVEREIGN IMMUNITY.** No provision of this Contract shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

10. **DEFAULT.** In the event the City is made aware of any default under this Contract, the City may cancel and terminate this Contract.

11. **NOTICE.** Any notice required by this Contract shall be effective upon mailing, postage prepaid, using the following information:

UJRO:
Uptown Jackson Revitalization Organization Inc.
100 N. Missouri St.
Jackson, MO 63755

CITY:
City Administrator
City of Jackson
101 Court Street
Jackson, MO 63755

12. **NOT-FOR-PROFIT STATUS.** It is clearly understood that UJRO operates as a 501(c)3 not-for-profit and is not an operating arm of the City. The funds stated in this Contract are for services to benefit the betterment of the uptown district and the community at large.

13. **ENTIRE AGREEMENT.** This Contract 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 Contract 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.

14. **GOVERNED AND CONSTRUED.** This Contract shall be governed by and construed in accordance with the laws of the State of Missouri and any the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

15. **BINDING.** This Contract shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

16. **USE OF WORDS.** Words of any gender used in this Contract 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.

17. **CAPTIONS.** Any captions used in this Contract are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

18. **RELATIONSHIP.** The relationship between the City and UJRO at all times shall remain solely that of City and UJRO and shall not be deemed a partnership or joint venture.

19. **VALIDITY.** In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Contract 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 instrument the day and year first above written.

CITY:

CITY OF JACKSON, MISSOURI

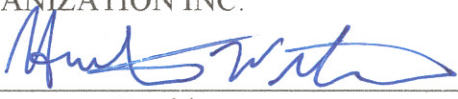
By: _____
Dwain Hahs, Mayor

ATTEST:


Liza Walker, City Clerk

UJRO:

UPTOWN JACKSON REVITALIZATION
ORGANIZATION INC.

By:  11/17/22
President

ATTEST:


Secretary