

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_\_ day of March, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, (“City”) and the ***REORGANIZED SCHOOL DISTRICT R-II OF CAPE GIRARDEAU COUNTY, MISSOURI, a political subdivision of the State of Missouri***, (“Jackson R-2”), **WITNESSETH:**

**WHEREAS**, there is a need for improvements to the crosswalks and sidewalks located on West Independence Street and Broadridge Drive adjacent to the Jackson Middle School; and

**WHEREAS**, the City is making application for a grant with the Transportation Alternatives Program (“Grant”) through the Missouri Department of Transportation (“MODOT”) for a project known as the Jackson Middle School Crosswalk and Sidewalk Improvement Project (“Project”); and

**WHEREAS**, the estimated costs for this Project is \$500,000.00 and the Grant amount, if awarded, will fund up to 80% of the estimated cost leaving approximately \$100,000.00 as the “local match”; and

**WHEREAS**, if the Grant is awarded to the City, the City and Jackson R-2 desire to join together in making these improvements and to cost share the local match; and

**WHEREAS**, this Memorandum of Understanding is in the best interest of the health and welfare of the citizens of the City and the students of Jackson R-2.

**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 agreed as follows:

1. The City agrees to submit to MODOT the application for the Project on or before April 26, 2024.

2. The parties agree to divide equally that amount which is the local match. By way of example only, the estimated cost for the Project is \$500,000.00. If MODOT funds 80% of the Project (\$400,000.00) that will leave \$100,000.00 as local match. Under this example, the parties are each responsible for \$50,000.00 as its part of the local match.

3. The parties agree to pay its part of the local match within thirty (30) days of receipt of notice that the payment is owed.

4. 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.

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

6. 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.

7. 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.

8. 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

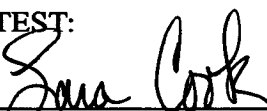
ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

**REORGANIZED SCHOOL DISTRICT R-II OF  
CAPE GIRARDEAU COUNTY, MISSOURI:**

  
\_\_\_\_\_  
Brian Thompson, Board President

ATTEST:

  
\_\_\_\_\_  
Sara Cook, Board Secretary