

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) is made and entered into this _____ day of September, 2024, by and between the **CITY OF JACKSON, MISSOURI, a municipal corporation, (“City”)**, and the **UPTOWN JACKSON REVITALIZATION ORGANIZATION, INC., a Missouri Non-profit Corporation, (“UJRO”), WITNESSETH:**

WHEREAS, the City and UJRO entered into a MOU dated July 17, 2023; and

WHEREAS, the MOU provided, among other things, for the City’s distribution of ARPA funds to UJRO for the purchase and installation of wayfinding directional signs (“Signs”) for Uptown; and

WHEREAS, the City did, in fact, distribute ARPA finds to UJRO pursuant to the MOU and UJRO does hereby acknowledge receipt of such funds; and

WHEREAS, the parties desire to amplify and clarify the duties and responsibilities of the City and UJRO for the purchase and installation of Signs for Uptown.

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. UJRO will, at its expense, prepare, or caused to be prepared, plans and specifications for the installation of Signs in the Uptown area which said area is defined as north of Jackson Boulevard, south of Washington Street, west of Goose Creek, and east of Farmington Road.

2. UJRO will present the plans and specifications for the Signs to the City for its review and approval.

3. UJRO agrees to erect the Signs according to the plans and specifications approved by the City.

4. The City grants UJRO the authority to access the City's right-of-way to install Signs in Uptown according to the plans and specifications approved by the City.

5. UJRO will maintain the Signs in a safe, neat, and good physical condition at the sole expense of UJRO.

6. UJRO agrees that the City is not responsible for loss or damage to the Signs and the Signs shall be the sole property of UJRO.

7. UJRO agrees that it is responsible for obtaining permission for the installation of Signs on property owned by the State of Missouri or private citizens.

8. 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 the Signs 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 UJRO, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by UJRO or anyone for whose acts UJRO may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

9. UJRO will provide the City with a Certificate of Insurance subject to approval by the City.

10. UJRO, its contractors and volunteers will comply with all applicable city, state, and federal ordinances, statutes, regulations, policies, permits and procedures.

11. This Agreement may not be assigned without the written consent of the City.

12. This Agreement may be terminated by either party for any reason upon giving thirty (30) days written notice. UJRO agrees to remove the Signs and to restore the sites to original condition within thirty (30) days from the date of termination of this Agreement.

13. All other provisions of the original Memorandum of Understanding shall remain in full force and effect unless modified herein.

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

**UPTOWN JACKSON REVITALIZATION
ORGANIZATION, INC.:**

Hunter A. Williams, President