

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this 12<sup>th</sup> day of July, 2023, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “**City**,” and the ***Jackson Chamber of Commerce, a Missouri Non-profit Corporation***, hereinafter referred to as the “**Chamber**,” **WITNESSETH:**

**WHEREAS**, the American Rescue Plan Act (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

**WHEREAS**, the United State Department of Treasury has released a guide on allowed uses of funds and allocated money for state, local, territorial and tribal governments from the ARPA Fund; and

**WHEREAS**, the City received an allocation from the ARPA Fund; and

**WHEREAS**, under section 602(c)(3) of ARPA, the City may transfer funds to a private non-profit entity for the purpose of meeting ARPA’s goals; and

**WHEREAS**, the City desires to distribute a portion of its ARPA Fund allocation to the Chamber to obtain its assistance for increasing tourism to the City thereby enlarging revenue for local businesses that have suffered negative economic impacts as a result of the COVID-19 public health emergency; and

**WHEREAS**, the Chamber was formed in 1922 and one of its stated purposes is promoting the advancement of commercial interests in the City; and

**WHEREAS**, local businesses experienced reduced customer traffic and revenue loss from March of 2020 to June 2021 due to the Covid-19 pandemic; and

**WHEREAS**, a focus on tourism will result in an increase of visitors to the City thereby stimulating economic growth for local businesses; and

**WHEREAS**, the Chamber is uniquely positioned to provide expertise and personnel to focus on tourism for the purpose of increasing economic growth for local businesses.

**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. The City will distribute to the Chamber up to Two Hundred Thousand Dollars (\$200,000.00) from the City's allocation of ARPA Funds.

2. The Chamber understands that the allocation of ARPA funds does not constitute an agreement or obligation for the distribution of additional ARPA funds or any other funds from the City.

3. The Chamber agrees to use the ARPA funds for increasing tourism to the City thereby stimulating economic growth for local businesses by the following means:

a) The purchase and installation of a digital message sign that will be located on Chamber property with visibility for people traveling on E. Jackson Boulevard the purpose of which will include advertising upcoming special events occurring within the City;

b) The creation and maintenance of a website the purpose of which will include advertising upcoming special events occurring within the City and providing interested parties a means to obtain additional information about the events; and

c) The creation of marketing literature to advertise upcoming special events occurring in the City.

4. The Chamber agrees to comply with all applicable federal, state, and local laws, rules and regulations in the receipt and use of this payment, and supply such information to the City upon the City's request.

5. 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.

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

7. 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.

8. 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.

9. 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

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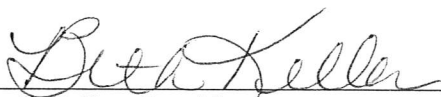
Dwain Hahs, Mayor

ATTEST:

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Liza Walker, City Clerk

**Jackson Chamber of Commerce:**



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Beth Keller, President