

## REAFFIRMATION OF MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 26<sup>th</sup> day of September, 2023, by and between the Hancock County Veterans Park, Inc., (hereinafter referred to as "Veterans") and the City of Greenfield, Indiana, by and through the Greenfield Board of Public Works and Safety (hereinafter referred to as "City").

WHEREAS, the original Memorandum of Understanding regarding the following rights, duties, and obligations of each party as set forth below was adopted in approximately July, 2010, however, a diligent search of the records of the City have failed to demonstrate that an executed copy of said document is a matter of record and therefore, the parties wish to reaffirm and ratify the original Memorandum of Understanding by this document; and

WHEREAS, the City is the owner of a certain parcel of real estate within the City of Greenfield, Indiana, formerly the site of City Hall for the City and commonly known as 110 S. State St., Greenfield, Indiana, (hereinafter referred to as "Site"); and

WHEREAS, the Greenfield Board of Public Works and Safety, on or about February 13, 2008, by a motion made, seconded and unanimously passed, approved of use of the Site by the Veterans for the construction of a Veterans Memorial pending approval of the design and the raising of the necessary funds to construct a memorial within 48 months; and

WHEREAS, the Veterans have raised the necessary funds, obtained approval of the plans for the Veterans Memorial, and constructed said Memorial, all within the allotted period of time; and

WHEREAS, the parties are desirous to enter into an agreement regarding a clear delineation of each party's duties and obligations with regard to the preservation and maintenance of the Site from the date of this agreement onward.

NOW, THEREFORE, Veterans and City hereby agree as follows:

1. The City will pay for the utilities associated with the operation of the Site.
2. The Veterans shall provide all maintenance of the grounds and improvements located upon the Site.
3. The Veterans will provide and maintain all improvements on the Site, including, but not limited to, the maintenance and replacement of all statuary, plaques, bricks, sidewalks, flag poles, flags, benches, fences, landscaping and landscaping beds.
4. The City and/or the City Parks Department will provide and maintain casualty insurance in an amount they deem sufficient.
5. The Veterans will provide and maintain insurance in an amount they deem sufficient to protect all Site improvements on an all risk basis and shall be responsible for the repair and/or replacement of any damaged improvement over and above any available insurance coverage.

6. All funds received by the City from any source designated to be used for, or on behalf of, the Veterans Memorial shall be transferred to Veterans and used solely for improvements and maintenance to the Site.

7. The parties intend for this MOU to be binding upon the successors and assigns of the parties.

8. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions of this MOU shall not be deemed a waiver of any rights or remedies which such party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

9. This MOU may only be amended by a written instrument executed by Veterans and the City.

IN WITNESS WHEREOF, the parties have set their hands on the date first written above.

GREENFIELD BOARD OF PUBLIC  
WORKS AND SAFETY

\_\_\_\_\_  
Mayor Chuck Fewell

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Katherine Locke

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Larry Breese

\_\_\_\_\_  
Kelly McClarnon

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Glenna Shelby

HANCOCK COUNTY VETERANS  
PARK, INC.

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Hart Summeier, President