

RESTATED REAFFIRMATION OF MEMORANDUM OF UNDERSTANDING

WHEREAS, on October 24, 2023, the City of Greenfield, Indiana (hereinafter referred to as “City”) and the Hancock County Veterans Park, Inc. (hereinafter referred to as “Veterans”) entered into a Reaffirmation of Memorandum of Understanding; and

WHEREAS, the Veterans, by and through Mr. Robert Workman, has requested an amendment of said MOU with regard to the maintenance of landscaping located on the Site; and

WHEREAS, upon a motion made, seconded, and unanimously passed, the Common Council of the City of Greenfield, Indiana has agreed to the request of the Veterans.

NOW, THEREFORE, Veterans and City hereby agree to the following Restatement of the Reaffirmed Memorandum of Understanding hereto executed, the terms of which are as follows:

1. The City will pay for the utilities associated with the operation of the Site.
2. The City will pay for the maintenance of the landscaping on the Site which shall be limited to mowing, fertilizing, maintaining landscape beds, including the replacement of damaged landscape materials, and trimming.
3. The Veterans shall solicit three quotations from providers for landscaping maintenance, shall select the most responsive and responsible quote for such services, and shall provide all invoices for such services to the City Clerk-Treasurer for payment.
4. The Veterans shall provide all maintenance of the grounds and improvements located upon the Site except for maintenance of the landscaping as set forth above, including, but not limited to, the maintenance and replacement of all statuary, plaques, bricks, sidewalks, flagpoles, flags, benches, and fences.
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 improvements over and above the available insurance coverage.
6. The City and/or the City Parks and Recreation Department will provide and maintain casualty insurance in an amount they deem sufficient.
7. 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 the maintenance of the Site.
8. The parties intend for this MOU to be binding upon the successors and assigns of the parties.

9. The failure of any party 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.

10. 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 Guy Titus


Katherine Locke

Larry Breese

Kelly McClarnon

Glenna Shelby

HANCOCK COUNTY VETERANS
PARK, INC.



Robert Workman, President