

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**City of Billings**  
**and**  
**Hoodies for Heroes Veterans Committee**

**1. Parties.** This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Billings, a Municipal Corporation, through its Parks, Recreation & Public Lands Department, ("City"), whose address is 390 N 23rd St, Billings, MT 59101, and the Hoodies for Heroes Veterans Committee, a Montana non-profit Corporation, ("Veterans Committee"), whose address is P.O. Box 50686 Billings, MT 59105.

**2. Definitions.** "Athletic Park Block" shall mean the city block within the North Park Neighborhood, one of the original residential, commercial, and cultural centers of the City, that is bounded by Tenth Avenue North, North 27th Street, Ninth Avenue North and North 25th Street, as was used for baseball activities as Athletic Field, Cobb Field and later, Dehler Park.

**3. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Veterans Committee can access and utilize portions of Athletic Park Block for the express purpose of construction and maintenance of a memorial marker to remember those who sacrificed their lives since the Vietnam War including the Gulf Campaigns and any future peace keeping missions or other military campaigns. The portion of Athletic Park Block to be used by the Veterans Committee is identified in attachment "A".

**4. Term of MOU.** This MOU is effective upon the day of execution through the duration of the life of the monument.

**5. Responsibilities of City of Billings Parks, Recreation & Public Lands.**

City agrees to:

- Retain ownership of and maintenance responsibilities for the parkland where the memorial will be located and surrounding area.
- Relocate the memorial if the parkland is ever sold or repurposed.
- Review for approval the design of the monument and all changes or expansions to the monument.
- Notify the Veterans Committee if the City determines the memorial must be relocated for any reason other than damage and will be responsible for the cost of such relocation.

**6. Responsibilities of Veterans Committee.**

Veterans Committee agrees to:

- Furnish and pay for design and construction of the memorial.
- Maintain the memorial once constructed including but not limited to graffiti removal, repair any damage and paint as necessary. If damage to the memorial is significant and it is determined by either party that the memorial should be replaced or removed

- the Veterans Committee will be responsible for the cost.
- Maintain all electrical components, and replace as needed, including lights and kiosk.
  - Obtain City approval prior to commencement of construction or for any changes or expansions to the monument.
  - Transfer ownership of the monument to the City once it is completed.

## **6. General Provisions**

- a. **Relationship of Parties.** Nothing contained in this MOU shall be deemed or construed (either by the Parties hereto or by any third party) to create the relationship of principal and agent or create any partnership, joint venture, or other association between the Parties.
- b. **Compliance with laws.** The Parties shall at all times observe and comply with all laws, ordinances, or regulations of the Federal, State, County, and local government which may in any manner affect the performance of the MOU.
- c. **Hold Harmless and Indemnification.** The City will protect, defend, indemnify, and hold Veterans Committee, its officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services, performance, act, or omission that in any way results from the acts or omissions of the City, or their agents, or subcontractors, performed pursuant to this MOU, except the negligence of Veterans Committee.

Veterans Committee will protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by Veterans Committee's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services, performance, act, or omission that in any way results from the acts or omissions of Veterans Committee, or their agents, or subcontractors, performed pursuant to this MOU, except the negligence of the City.

- d. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- e. **Assignment.** Unless otherwise provided in this MOU, neither party may assign, delegate, transfer, or otherwise dispose of any of its rights, duties, or obligations hereunder without the prior written consent of all parties hereto.

**7. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**HOODIES FOR HEROES VETERANS COMMITTEE:**

By: \_\_\_\_\_  
\_\_\_\_\_  
**PRINT NAME and TITLE**

\_\_\_\_\_  
**DATE**

**CITY OF BILLINGS, MONTANA:**

By: \_\_\_\_\_  
**WILLIAM A. COLE, MAYOR**

\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**