

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of January 6, 2026 (the "Effective Date"), by and between **Nolan Strickland**, an Eagle Scout candidate with Troop 311 of Jackson, Missouri, by and through his parent/guardian **Brian Strickland** ("Scout"); **Altenthal-Joerns American Legion Post 158** of Jackson, Missouri, the sponsoring organization for Troop 311 ("American Legion"); and the **City of Jackson, Missouri**, owner and maintainer of the Old City Cemetery ("City").

Recitals

WHEREAS, the Scout is pursuing the rank of Eagle Scout through the Boy Scouts of America and has proposed an Eagle Scout service project (the "Project") involving the construction and installation of a memorial (the "Memorial") in the Old City Cemetery, as described in the Eagle Scout Project Summary attached hereto and made a part hereof as Exhibit A;

WHEREAS, the American Legion is the chartered sponsor of Troop 311 and supports the Scout in completing the Project;

WHEREAS, the City owns and maintains the Old City Cemetery and is willing to permit the installation of the Memorial on its property, subject to the terms and conditions set forth herein;

WHEREAS, the parties desire to outline their respective duties, responsibilities, and obligations with respect to the Project to ensure its successful completion and long-term maintenance;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Duties and Responsibilities of the Scout

- a. The Scout shall plan, organize, fundraise for, and lead the construction and installation of the Memorial in accordance with the Project description, applicable Boy Scouts of America guidelines, and all local, state, and federal laws and regulations.
- b. The Scout shall submit detailed plans, designs, and proposed location for the Memorial to the City for review and approval prior to commencing any work.
- c. The Scout shall coordinate with volunteers, obtain necessary materials, and ensure that all work is performed safely and in a manner that minimizes disruption to the Old City Cemetery.

- d. Upon completion of the Project, the Scout shall provide documentation to the American Legion and the City confirming that the Memorial has been installed as approved.

2. Duties and Responsibilities of the American Legion

- a. The American Legion shall serve as the sponsor for the Project, providing guidance, resources, and support to the Scout as needed.
- b. Following completion and installation of the Memorial, the American Legion shall assume responsibility for its ongoing maintenance, repair, and upkeep, including but not limited to cleaning, landscaping around the Memorial, and addressing any damage, vandalism, or loss.
- c. The American Legion shall ensure that maintenance and repairs are performed in a timely manner and in coordination with the City to preserve the integrity of the Old City Cemetery.
- d. The American Legion shall indemnify and hold harmless the City from any claims arising from the maintenance or repair of the Memorial, subject to the waiver and release provisions below.

3. Duties and Responsibilities of the City

- a. The City shall review and provide ultimate approval or disapproval of the design, materials, and location of the Memorial within the Old City Cemetery. The City reserves the right to request modifications to ensure compatibility with cemetery operations, aesthetics, and regulations.
- b. Upon approval, the City shall grant permission for the Scout and volunteers to access the Old City Cemetery for the purpose of constructing and installing the Memorial during reasonable hours and in accordance with City policies.
- c. The City shall not be responsible for any costs, materials, labor, maintenance, or repairs associated with the Memorial.
- d. The City shall have the right, at its sole discretion, to remove or relocate the Memorial if it deems necessary for cemetery maintenance, expansion, or other public purposes, provided reasonable notice is given to the American Legion.

4. Waiver and Release of Liability

In consideration for the City's permission to install the Memorial on City property, the Scout (by and through his parent/guardian) and the American Legion, on behalf of themselves, their agents, volunteers, successors, and assigns, hereby waive, release, and discharge the City, its officials, employees, agents, and representatives from any and all claims, liabilities, damages,

losses, costs, or expenses (including attorneys' fees) arising out of or related to the Project, the construction, installation, use, maintenance, or existence of the Memorial, including but not limited to claims for personal injury, property damage, negligence, or any other cause of action, whether known or unknown.

This waiver and release shall survive the termination of this MOU and shall be binding upon the parties and their respective heirs, successors, and assigns.

American Legion will provide the City with a Certificate of Insurance subject to approval by the City.

5. Approval Process

All designs, plans, and location proposals for the Memorial must be submitted in writing to the City's designated representative (e.g., the City Administrator or Cemetery Superintendent). The City shall have ultimate authority to approve, modify, or reject any aspect of the Project to ensure compliance with City ordinances, cemetery rules, and public safety standards. No work shall commence without written approval from the City.

6. Maintenance and Repair Obligation

As stated above, the American Legion shall be solely responsible for the maintenance and repair of the Memorial post-installation. In the event of damage, loss, or deterioration, the American Legion shall promptly repair, replace or remove the Memorial at its own expense. If the American Legion fails to do so within a reasonable time after notification by the City, the City may, at its discretion, perform the necessary work and seek reimbursement from the American Legion or remove the Memorial.

7. Term and Termination

This MOU shall become effective upon execution by all parties and shall remain in effect until the Project is completed and the Memorial is installed, after which the maintenance obligations shall continue indefinitely unless terminated by mutual written agreement of the parties or by the City upon material breach by another party.

8. General Provisions

- a. This MOU constitutes the entire agreement between the parties and supersedes any prior understandings or agreements.
- b. This MOU may be amended only in writing signed by all parties.
- c. This MOU shall be governed by the laws of the State of Missouri.
- d. Each party represents that it has the authority to enter into this MOU.

e. Signatures may be provided in counterparts, and electronic signatures shall be deemed valid.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first above written.

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

FOR NOLAN STRICKLAND (Minor):



Brian Strickland, Parent/Guardian

ALTHENTAL-JOERNS AMERICAN LEGION
POST 158:



Kevin McMeel, Authorized Representative