

## **Gold Star Families Memorial Monument with the City of Willowick**

*This Memorandum of Understanding is entered into between the Woody Williams Foundation, the Willowick Gold Star Families Memorial Monument Committee, and the City of Willowick, Ohio*

The purpose of this Memorandum of Understanding (hereinafter “**MOU**”) is to set forth the understanding between the WOODY WILLIAMS FOUNDATION, a tax-exempt, non-profit organization chartered by the United States Congress with its principal place of business at 12123 Shelbyville Rd Suite 100, Louisville, KY 40243, (hereinafter “**Foundation**”), the WILLOWICK GOLD STAR FAMILIES MEMORIAL MONUMENT COMMITTEE (hereinafter “**Committee**”), and the CITY OF WILLOWICK, a municipality in Lake County, State of Ohio (hereinafter “**ENTITY**”), collectively referred to as “the Parties”. This MOU shall be effective as of the date of mutual execution hereof by the Parties (“**Effective Date**”).

This MOU documents the plans and cooperative efforts of the Foundation, the Committee, and the ENTITY for the establishment of a Gold Star Families Memorial Monument (hereinafter “**Monument**”) to be located in Lakefront Park proximate to the northwest corner of the Park and located within the jurisdictional boundaries of ENTITY (“**Approved Monument Site**”).

The Approved Monument Site shall remain the sole property of the ENTITY and any and all improvements made in accordance with the MOU shall become the sole property of the ENTITY upon completion of the Monument installation and dedication.

This MOU shall commence on the Effective Date and shall terminate on December 31, 2026 or on the date that the Monument has been successfully installed at the Approved Monument Site, whichever first occurs.

1. The **Foundation** shall be responsible for the following:
  - A. Providing the Committee and ENTITY with architectural plans and guidelines for the Monument.
  - B. Reviewing and approving all Monument designs submitted by the Committee.
  - C. Coordinating final design of the Monument with the Committee and Memorial Monuments, Inc. (“**Fabricator**”).
  - D. Establishing and maintaining a restricted bank account for funds submitted to the Foundation for the Monument (“**Restricted Account**”).
  - E. Providing the Committee and the ENTITY with monthly financial reporting detailing

deposits and disbursements relative to the Monument project.

- F. Reviewing, approving and disbursing funds for the payment of invoices for the Monument approved and submitted by the ENTITY and Committee.
- G. Providing support services and informational resources to the Committee and ENTITY to ensure that the Monument is constructed in accordance with standard practices.
- H. Coordination with Fabricator, Committee and ENTITY for delivery and installation of the Monument at the Approved Monument Site on a schedule acceptable to Committee and ENTITY.

2. The **Committee** shall be responsible for the following:

- A. Obtaining approval on behalf of the Foundation and Committee from the ENTITY for the site preparation and dedication of the Monument.
- B. Requesting approval from the Foundation for the final Monument design.
- C. Raising funds required for the construction and dedication of the Monument.
- D. Coordinating with the Foundation and ENTITY for Monument-related activities and ceremonies, including but not limited to the Monument dedication event.
- E. All the maintenance of the Monument after installation.

3. The **ENTITY** shall be responsible for the following:

- A. Approving the installation of the Monument at the Approved Monument Site.
- B. Coordinating site preparation of the Approved Monument Site in accordance with the architectural plans and guidelines for the Monument.
- C. Providing adequate land and usable space for the Monument project at the Approved Monument Site.
- D. Coordinating and cooperating with the Foundation and Committee to facilitate the Committee's required maintenance of the Monument following installation at the Approved Monument Site.
- E. Allowing for events to be carried out in the interest of the Monument effort. All such special events shall comply with ENTITY's regulations and special event permit requirements.

4. Miscellaneous:

- A. No Waiver of Governmental Immunity. The Parties hereto understand and agree that ENTITY, its Trustees, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this MOU, the monetary limitations or any other rights, immunities and protections provided to ENTITY by the Ohio law.
- B. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the objectives of this MOU.
- C. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person under this MOU. Any beneficiary of the

terms and conditions of this MOU are not intended beneficiaries but are incidental beneficiaries only.

- D. Entirety. This MOU merges and supersedes all prior negotiations, representations and agreements between the Parties and constitutes the entire agreement between the Parties concerning the subject matter hereof.
- E. Amendment. Any amendments or modifications to the terms of this MOU must be in writing and executed by all Parties.
- F. Counterparts. This MOU may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

Authorized and Approved to by:

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City of Willowick – Entity

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Willowick GSFMM Committee – Committee

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Woody Williams Foundation – Foundation