

RESOLUTION NO. 1822

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROLLA, MISSOURI AND THE SOUTH CENTRAL REGIONAL VETERANS GROUP.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

**Section 1:** That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain Memorandum of Understanding between the City of Rolla, Missouri and the South Central Regional Veterans Group, a copy of said Memorandum of Understanding being attached hereto and marked Exhibit A.

**Section 2:** That this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7<sup>th</sup> DAY OF JULY 2014.

APPROVED:

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY COUNSELOR

1822

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN CITY OF ROLLA  
AND  
"SOUTH CENTRAL REGIONAL VETERANS GROUPS"**

This Agreement, made and entered into this 7<sup>th</sup> day of July, 2014 is by and between the City of Rolla, a Missouri Municipal Corporation (hereinafter referred to as "City"), an "South Central Regional Veterans Group" (hereinafter referred to as the "SCRVG" .

WITNESSETH:

WHEREAS, CITY is responsible for the general well being of the Rolla community including the provision of parks and recreation to enhance the quality of life for all citizens; and

WHEREAS, CITY, through Resolution No. 1672, has designated "Veterans Memorial Park" (located off Southview Dr. south of Hwy 72) in honor of Veterans past, present, and future who have sacrificed so much for our Country and who through their service represented the City of Rolla and County of Phelps with honor and dignity; and

WHEREAS, while the City Council of the City of Rolla fully endorses said project, CITY has limited funds to support the development and operation of such a memorial park; and

WHEREAS, local veterans organizations, through the coordination and membership in SCRVG, have stepped forward to support the development of Veterans Memorial Park through various fund-raising effort; and

WHEREAS, it is the desire of the local veterans groups to work together to support this effort under a single fund raising effort;

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits set forth, the CITY and SCRVG agree as follows:

I. SCOPE OF SERVICES

A. The following services anticipated by City:

1. CITY shall retain final authority on the development and maintenance of Veterans Memorial Park, but in so doing will actively engage the SCRVG in all aspects of development.
2. CITY shall provide technical and administrative support to the SCRVG park planning and fund raising efforts by providing professional services as needed to perform the planning, engineering, and construction support to develop Veterans Memorial Park.
  - a. Parks Department- The Parks Director will be the point of contact on issues affecting the Park, be responsible for installing the required utility infrastructure subject to funding availability in accordance with the approved park plans, and be responsible for paying all related utility bills.
  - b. Engineering Division- Will provide technical planning and engineering assistance on the development and implementation of the Park.

- c. Public Works- In conjunction with the Parks Department be responsible for installing the required infrastructure in accordance with the approved park plans.
  3. CITY shall be responsible for the general maintenance and upkeep of the pavilion, restrooms, sidewalks and parking lot. The Parks Department will mow an approximate 6 ft. strip along Southview Dr., the sidewalks, pavilion and banks.
  4. CITY shall be responsible for scheduling and reserving the pavilion with SCRVG receiving priority use. Standard park reservation fees shall apply to all reservations except those sponsored by the SCRVG.
- B. The following services are anticipated by SCRVG:
  1. SCRVG will provide ongoing input to the Parks Director on the development of Veterans Memorial Park.
  2. SCRVG will be responsible for mowing the open areas of the park.
  3. SCRVG will be responsible for coordinating the fund raising efforts to support the development and maintenance of Veterans Memorial Park.
  4. SCRVG will maintain a single checking/savings account to track the donations, income, and expenses SCRVG.
  5. SCRVG, established as a 501c3, will act as the fiscal agent of the collective veteran organizations contained herein.
  6. SCRVG will elect a treasurer who will be responsible for the checking/savings account. All checks or withdrawals will be used solely for the development and maintenance of Veterans Memorial Park.
  7. SCRVG will provide no less frequently than semi annually a reconciliation of the checking/savings account to each participating Veterans Group identified herein. The report should identify all individual donations in excess of \$500 identifying the name of the donor and the corresponding veterans' organization through which the donation was made. Said report shall include all revenues received.
  8. SCRVG will provide no less frequently than annually a report to the City of Rolla of the project progress and a financial report listing donated funds, in-kind services and expenses.
- C. The following services are anticipated by the participating Veteran Groups identified herein:
  1. Each veterans organization identified herein will identify one representative and one alternate to serve on the SCRVG. Said appointments will serve until replaced by the commander or governing authority of the veteran organizations or until such time as the fund-raising effort is declared completed or dissolved..
  2. Chairmanship shall be appointed by the majority vote of the SCRVG.
  3. Each veteran organization will accept tax-deductible donations on behalf of the SCRVG. Once received the donations should be clearly recorded by the receiving veteran organizations and then forwarded to the treasurer of SCRVG for deposit.

## II. TERM AND TIME OF PERFORMANCE

The term of this Memorandum shall be for five (5) years from the full execution of same.

III. CANCELLED, TERMINATION OR SUSPENSION

This Memorandum may be reviewed at the request of the SCRVG or the City of Rolla to determine the need for continuation, modification or termination. The written consent of both the SCRVG and the City of Rolla is required to terminate this Memorandum. If the memorandum is dissolved in its entirety any remaining balance in the SCRVG account will be deposited to the City of Rolla for future care and maintenance of said park.

IV. NOTICE

Any formal notice required by this Memorandum is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice shall be addressed to:

City of Rolla: Mayor, City Hall, 901 N. Elm St., Rolla, MO 65401.  
Korean War Veterans Association 12705 State Rt BB, Rolla, 65401  
Veterans of Foreign Wars  
Disabled American Veterans  
American Legion  
Retired Enlisted Association  
Phelps for the Fort  
MO S&T-ROTC

V. AMENDMENTS

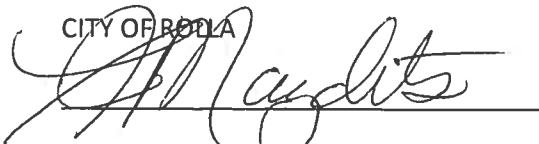
In order to provide necessary flexibility for the most effective execution of this Memorandum, whenever the veterans organizations identified herein and CITY mutually agree, changes to this Memorandum may be effected by placing them in written form and incorporating them into this Memorandum as an amendment.

VI. SEVERABILITY

It is mutually agreed that in case any provision of this Memorandum is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Memorandum shall remain in full force and effect.

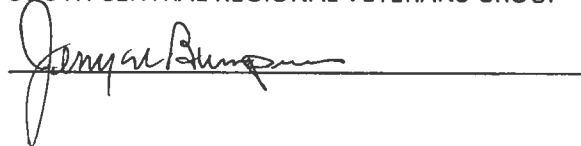
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date and year first above written.

CITY OF ROLLA



Louis J. Magdits IV, Mayor

SOUTH CENTRAL REGIONAL VETERANS GROUP



ATTEST:



Carol L. Daniels, City Clerk