

CITY OF HAMPTON

STATE OF  
GEORGIA

**RESOLUTION NO. 2025 - 42**

**WHEREAS**, the Mayor and Council are the governing body of the City of Hampton, Georgia; and

**WHEREAS**, the Mayor and Council is tasked with protecting and promoting the health, safety, morals and welfare of the citizens of the City of Hampton; and

**WHEREAS**, the City is desiring to enter into a memorandum of understanding ("MOU") with the Hampton Veterans Memorial Marker Committee ("HVMMC") for the placement of veteran markers on city right-of-way; and

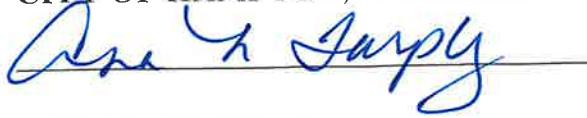
**WHEREAS**, the MOU is attached hereto and incorporated by reference; and

**WHEREAS**, the MOU does not require the exchange of any money but in exchange for the service to the City's veterans, the City shall provide in-kind services to assist with the installation and removal of the markers so long as the MOU is in place; and

**BE IT HEREBY RESOLVED**, by a majority vote of the Mayor and Council of the City of Hampton that the City shall authorize the Mayor to enter into the attached MOU with the HVMMC for the purpose of honoring the City's veterans with markers within the City right-of-way .

THIS 13 day of May 2025.

CITY OF HAMPTON, GEORGIA:



ANN TARPLEY, Mayor

ATTEST:



SUSAN KING, Interim City Clerk

APPROVED AS TO FORM:



A handwritten signature in blue ink, appearing to read "L'Erin Barnes Wiggins", is written over a horizontal line. The signature is fluid and cursive.

L'ERIN BARNES WIGGINS, City Attorney



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## **MEMORANDUM OF UNDERSTANDING BETWEEN THE HAMPTON VETERANS MEMORIAL MARKER COMMITTEE AND THE CITY OF HAMPTON**

### **I. PARTIES**

This Memorandum of Understanding (hereinafter referred to as the 'MOU') is entered into on May 13, 2025 (the 'Effective Date'), by and between the Hampton Veterans Memorial Marker Committee, with an address of P.O. Box 610, Hampton Georgia, 30228 (hereinafter referred to as the 'Party A') and the City of Hampton with an address of 17 East Main St. S. (hereinafter referred to as the 'Party B') (collectively referred to as the 'Parties').

### **II. PURPOSE**

The purpose of this MOU is to establish a framework for cooperation and collaboration between the Hampton Veterans Memorial Marker Committee and The City of Hampton to facilitate the bi-annual display of memorial markers recognizing the service of Veterans of the Armed Forces of the United States of America who served with honor and are now deceased. By formalizing this agreement, both Parties seek to leverage their respective abilities, resources, and networks to achieve shared objectives and foster meaningful outcomes for mutual benefit. This MOU does not create a legally binding

obligation but serves as a statement of intent and commitment to work together toward common goals in good faith and cooperation.

### **III. ROLES AND RESPONSIBILITIES OF THE PARTIES**

This MOU outlines the scope of collaboration between the Hampton Veterans Memorial Marker Committee and the City of Hampton and the respective responsibilities of the Parties.

- Hampton Veterans Memorial Marker Committee agrees to:
  - display of Veterans Markers on two separate holidays as follows:
    - For Memorial Day the markers of those Veterans who gave the ultimate sacrifice for their nation will be displayed on the grounds of City Hall.
    - For Veterans Day the markers for all Veterans with ties to the residents of the City of Hampton will be displayed in the right-of-way (ROW) of downtown streets.
  - The maintenance, installation, and removal of all Veterans Markers.
  - All financial considerations involved with procurement and construction of the Veterans Markers.
  - The administration of records, vetting, and approval of all applications for Veterans Markers, including providing the information and names to the City to be included on the City's website.

B. The City of Hampton agrees to:

- Provide a police presence for the protection of volunteers during the installation and removal process.

- Provide a secure location for the storage of the Veterans Markers and reasonable access to the location.
- Provide and maintain a tab and/or link on the city website outlining the history of the Veterans Markers and a listing of the names.

C. Both parties agree to:

- Work collaboratively within this defined scope to achieve the objectives outlined in the MOU. It is understood that this MOU does not encompass all possible areas of collaboration and may be supplemented by additional agreements or arrangements as deemed necessary by the parties.
- Commit to clear communication channels, coordination, designated points of contact, reporting requirements, resource allocation strategies.
- Discuss and agree to timelines and milestones to ensure effective collaboration and accountability and a successful tribute to the Veterans.

#### **IV. DURATION AND TERMINATION**

This MOU shall come into effect on the aforementioned Effective Date and shall remain in force and effect until December 31, 2025. Thereafter, this MOU shall automatically renew for successive one-year terms unless and until the MOU is terminated by either Party by providing written notice at least thirty (30) days prior to the end of the current term. Upon termination, both Parties shall fulfill any outstanding obligations incurred under this MOU up to the date of termination. Additionally, termination of this MOU shall not affect any rights, obligations, or liabilities accrued or incurred by either party prior to the effective date of termination.

#### **V. INTELLECTUAL, PERSONAL AND REAL PROPERTY CLAUSE**

Any intellectual, real or personal property owned, created, developed, or contributed by either party during the collaboration outlined in this MOU shall remain the sole property of the respective party that owned, created or contributed to it. Each Party

retains all rights, title, and interest in their respective property, including but not limited to title, patents, copyrights, trademarks, trade secrets, and know-how. Furthermore, any pre-existing intellectual property brought into the collaboration by either party shall remain the exclusive property of the originating party. Any use, reproduction, or dissemination of the other party's intellectual property shall require prior written consent from the owning party. Both parties agree to respect and protect each other's intellectual property rights and to promptly notify the other party of any potential infringement or misuse thereof. This clause shall survive the termination or expiration of this MOU. Nothing in this MOU shall permit the use of the City right-of-way for purposes other than those outlined herein.

## **VI. AMENDMENTS**

The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement. As such, any amendments made by the Parties will be applied to this Agreement.

## **VII. SEVERABILITY**

In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

## **VIII. DISPUTE RESOLUTION AND INDEMNIFICATION**

Any dispute or conflict whatsoever arising out of or in connection with this Agreement shall be first submitted to The City of Hampton Attorney for resolution prior to either Party seeking resolution from a court of competent jurisdiction.

Party A shall indemnify and hold harmless Party B to extent any claim is filed for the negligence, willful, or wanton conduct of Party A in executing its roles and responsibilities pursuant to this MOU.

## **IX. GOVERNING LAW**

This MOU shall be construed under the laws of the State of Georgia.

## **X. NO EMPLOYER/EMPLOYEE RELATIONSHIP**

Nothing herein shall create an employer/employee relationship between the Parties.

## **XI. SIGNATURE AND DATE**

The Parties hereby agree to the terms and conditions set forth in this MOU and such is demonstrated throughout their authorized signatures below:

Hampton Veterans Memorial Marker  
Committee

William S. Dodge

DATE

5-13-25

The City of Hampton

Ann H. Tarpay

DATE

5/13/25