

MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY KOREAN WAR MEMORIAL COMMITTEE
AND
CITY OF FULLERTON

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the ORANGE COUNTY KOREAN WAR MEMORIAL COMMITTEE (“OCKWMC”), A California Nonprofit Corporation and the CITY OF FULLERTON (“CITY”), a California municipal corporation, collectively, referred to as “Parties” and individually as “Party.”

Recitals

WHEREAS, OCKWMC desires to promote a historical remembrance for those United States Service Members (“US Service Members”) who sacrificed their lives for the United States during the Korean War; and

WHEREAS, CITY is supportive of OCKWMC’s desire to promote a historical remembrance for those US Service Members who sacrificed their lives during the Korean War with a Korean War Memorial; and

WHEREAS, the parties agree that it would be to their mutual benefit to collaborate and cooperate with each other as forth in the herein MOU in support of the aforementioned Korean War Memorial.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Parties agree to cooperate with each other to develop a concept plan and an agreement for the construction of a Korean War Memorial at Hillcrest Park adjacent to the Duck Pond.
2. The Parties agree that the agreement for the Korean War Memorial will provide that all costs associated with the design and construction of the proposed war memorial, including any changes to the Duck Pond Renovation project as a result of the proposed war memorial, will be covered by the OCKWMC.
3. The relationship formed pursuant to the herein MOU shall be non-exclusive and nothing herein shall preclude either of the Parties from forming other relationships or cooperating with other organizations or agencies. Nothing in the herein MOU is intended to create or constitute a joint venture, partnership, or agency relationship between the parties. No Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other parties with respect to the matters governed by the herein MOU. Without the prior written consent of the other Party, no Party may use the logo, trademark, name, or other sign of identification of the other Party, unless otherwise expressly provided herein.
4. It is the intent of the parties to undertake the acts contemplated by the herein MOU. However, it is expressly agreed that neither party shall be required or otherwise obligated to incur

any cost or expense in connection with its obligations under the herein MOU. Neither Party shall incur any expenses on behalf of the other without the prior written approval of the part to be obligated.

5. The Parties shall perform their obligations under the herein MOU in good faith. The obligations of each party shall be performed only to the extent that the obligations will not be unduly burdensome.

6. Further, it is expressly agreed that neither party shall be required or otherwise obligated, by the herein MOU, to finance or construct the Korean War Memorial.

7. The herein MOU shall be effective as of the date set forth below and shall remain in effect for a period of one year from and after its date of execution. Upon expiration of such term, the herein MOU shall be automatically extended for a term of one (1) year if neither party provides a written notice of termination to the other party at least sixty (60) days prior to the expiration of the herein MOU. Notwithstanding the foregoing, either party may terminate the herein MOU at any time by written notice to the other, provided that any obligations, financial or otherwise, incurred prior to termination shall not be cancelled by such termination. If the herein MOU is terminated for any reason, the Parties shall make prompt settlement of all outstanding financial obligations to each other.

8. The herein MOU may be amended, clarified or otherwise modified at any time by, and only by, written consent of the parties hereto.

9. The herein MOU may not be transferred or assigned without the written consent of both Parties hereto. In addition, the herein MOU shall not be binding upon the Parties and shall not create any obligations on the Parties.

IN WITNESS WHEREOF, the parties have caused the herein MOU to be executed by their duly authorized representatives on this __ day of _____, 2019.

ORANGE COUNTY KOREAN WAR MEMORIAL COMMITTEE (OCKWMC)

Dongwoo Joseph Pak, Secretary General

CITY OF FULLERTON (CITY)

Jesus J. Silva, Mayor

ATTEST:

By: _____
Lucinda Williams, City Clerk

APPROVED AS TO FORM:

By: _____
Richard D. Jones, City Attorney