

MEMORANDUM OF AGREEMENT

2016 African Arrival Day Program Grant Agreement June, 2016 – October, 2016

I. Parties

The parties to this Memorandum of Agreement (“MOA”) are the Commonwealth of Virginia, Jamestown-Yorktown Foundation, an agency of the Commonwealth of Virginia and hereinafter referred to as “JYF” and the City of Hampton, Virginia, hereinafter referred to as “City”.

II. Purpose

JYF has identified the African Arrival Day event, scheduled for August 20, 2016 as a launch public awareness event for JYF and its affiliate, 2019 Commemoration, and will provide funding to support programmatic activities associated with the event. The City shall oversee planning and execution of the 2016 African Arrival Day event utilizing an event planner reporting to the Hampton Convention and Visitor’s Bureau. The purpose of this agreement is to outline the duties and responsibilities for the City to utilize JYF funding for program activities.

III. Obligations of Parties

- a. JYF will provide a one-time (non-renewing) financial grant of \$50,000 to the City for program activity related expenses associated with the 2016 African Arrival Day event on August 20, 2016 at Fort Monroe. Program activity related expenses are limited to program activities approved by the African Arrival Day coordinating Agency Coalition which includes the 2019 Commemoration, City of Hampton, Fort Monroe Authority and the National Park Service.
- b. The City will schedule weekly teleconference meetings of the Agency Coalition to recommend and approve program activities and budget allocations.
- c. The City will execute all contracts and fulfill all obligations associated with approved 2019 Commemoration grant funded program activities related to the 2016 African Arrival Day event.
- d. Purchases will be made in accordance with the Virginia Procurement Act; and the City will be responsible for paying all contract related expenses in a timely manner.
- e. To the extent permitted by law, City agrees to confer with other sponsoring organizations regarding goods and services to be solicited and selection/award of contracts.
- f. The City will provide monthly financial reports to the 2019 Commemoration regarding encumbered and expended funds.

- g. The City of Hampton shall submit a final report to the 2019 Commemoration no later than 5:00 p.m. Friday, September 30th to include the following:
 - i. Financial Report, which shall contain a summary of all budget versus actual expenditures;
 - ii. Program Marketing & Attendance Report, which shall contain a summary of all promotional activities and number of participants attending the event; and
 - iii. Program Evaluation, which shall contain a summary and analysis of all planning and execution phases of the event as well as recommendations for future year programming.
- h. 2019 Commemoration will provide 50% funding at the signing of this agreement and 50% upon receipt and acceptance of the aforementioned reports.
- i. Any cash provided under this agreement that is unspent for the specified purposes outlined herein will be refunded to the 2019 Commemoration no later than November 1, 2016.
- j. Recognition: The City agrees to provide formal recognition of funding for the event identifying 2019 Commemoration as the program sponsor.

IV. Additional Terms

- a. **Applicable Law and Venue**

This MOA shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. The Parties hereby submit to the jurisdiction of the Civil Courts of the City of Williamsburg, Virginia for the purpose of any suit or other proceeding brought in connection with or arising out of this MOA and venue shall be in the City of Williamsburg, Virginia.
- b. **Rights of Others or Third Parties**

This MOA does not create any rights, claims, or benefits to any person that is not a Party to this MOA nor create or establish any third party beneficiary.
- c. **Entire Agreement and Modification**

This MOA represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This MOA shall not be modified, except in writing, executed by the authorized representatives of the Parties.
- f. **Counterpart Signatures**

This MOA may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto. Pursuant to the Memorandum attached hereto as

Exhibit A, JYF has designated Kathy J. Spangler as its authorized agent for the purposes of executing this MOA.

e. Effective Date

This MOA shall be effective upon execution by all Parties.

Any official notices regarding this contract shall be sent by first class USPS mail to:

Commonwealth of Virginia Jamestown-Yorktown Foundation:

To: Kathy J. Spangler, Executive Director, 2019 Commemorations
Jamestown-Yorktown Foundation
P.O. Box 1607
Williamsburg, Virginia 23187

City of Hampton:

To: Laura Fitzpatrick, Assistant City Manager
22 Lincoln Street, 8th Floor
Hampton, Virginia 23669

With Copy to:

Patricia Melochick, Sr. Deputy City Attorney
22 Lincoln Street, 4th Floor
Hampton, Virginia 23669

The parties acknowledge acceptance of this Memorandum of Agreement by the signature below:

Commonwealth of Virginia, Jamestown-Yorktown Foundation

By:

Kathy J. Spangler, Authorized Agent and
Executive Director of 2019 Commemoration

Date

City of Hampton, Virginia

By:

Mary Bunting, City Manager

Date