

MEMORANDUM OF UNDERSTANDING
CITY OF HAMPTON, VIRGINIA AND COLISEUM CENTRAL BUSINESS IMPROVEMENT DISTRICT
Sensory Activation Vehicle

This **MEMORANDUM OF UNDERSTANDING** (the “Memorandum”) is made and entered into this _____ day of _____ 2024 by and between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City”), and the **COLISEUM CENTRAL BUSINESS IMPROVEMENT DISTRICT, INC.**, a Virginia nonstock corporation (the “Coliseum BID”), (collectively, the “Parties”).

RECITALS

- A. The mission of the Coliseum BID is to promote, develop, and market the economic development of the Coliseum Central Business Improvement District (the “District”), which is a special service-taxing district initially established by Hampton City Council in 1996.
- B. On or about _____, the Coliseum BID purchased a sensory activation vehicle, from KultureCity, an Alabama non-profit corporation based in Vestavia Hills, Alabama for \$50,000 (the “Sensory Trailer”).
- C. The Coliseum BID proposed to donate the Sensory Trailer to the City for the purpose of providing and managing special needs services to the public, with certain conditions regarding the use of the Sensory Trailer.
- D. The Hampton City Council accepted and approved the Coliseum BID’s donation of the Sensory Trailer with these conditions via Resolution _____ adopted on _____ (the “City Acceptance”).

Now, Therefore, in consideration of the mutual promises stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Purpose: This Memorandum sets forth the respective responsibilities and obligations of the City and the Coliseum BID regarding the Sensory Trailer, as identified below.
- 2. Term: This Memorandum shall become effective upon the date of City Acceptance and shall continue in force and effect until such time as the City determines the Sensory Trailer is no longer available for any reason, the Coliseum BID is no longer an active Virginia nonstock corporation, or the District is no longer recognized as a special service-taxing district by the City (the “Term”). Either party may terminate this Memorandum with at least ninety (90) days written notice to the other party.
- 3. Delivery of Sensory Trailer. The Sensory Trailer shall be delivered to the City in a condition satisfactory to the City, which shall be determined at the City’s sole discretion. Any damages, repairs, or work that needs to be completed by the Coliseum BID, KultureCity, or any other party to ensure that the Sensory Trailer is in satisfactory condition shall be completed prior to the City taking ownership of the Sensory Trailer, at no expense to the City.
- 4. City Responsibilities. Following City Acceptance, the City shall undertake ownership of the Sensory Trailer and be responsible for its maintenance and operation, including the management of

reservations. Any and all ownership and maintenance decisions, including but not limited to repairs for damage to the Sensory Trailer and wrap replacement, shall be made at the sole discretion of the City. Should the City provide wrap replacement to the Sensory Trailer, the City shall consult with the Coliseum BID regarding the Coliseum BID graphics to be included. Other than as noted below regarding the use of the Sensory Trailer and the reservation procedure, the City shall not have any further responsibilities or obligations to the Coliseum BID as a result of the donation of the Sensory Trailer.

5. Use of the Sensory Trailer. During the Term, the Coliseum BID shall receive up to six (6) free daily reservations each calendar year. Additionally, the businesses and organizations having a primary address located within the District (collectively, "District Entities") may reserve use of the Sensory Trailer with the City at a discount of 50% of the then current daily reservation fee, as determined by the City of Hampton.
6. Reservation Procedure. The Coliseum BID and District Entities shall follow required reservation procedures and payment policies as determined by the City of Hampton. The Coliseum BID shall have a priority reservation request window, from November 1 through December 31 each year, in advance of the City's acceptance of public reservations which will start on January 1. The District Entities shall not have a priority reservation request window. The City of Hampton reserves the right to refuse reservations and use by the Coliseum BID and District Entities for any reason, including but not limited to schedule conflicts, repair and maintenance time as needed by the City, non-payment or failure to comply with reservation policies and procedures by the Coliseum BID or District Entities.
7. No Further Rights or Obligations. Other than as noted above, the Coliseum BID shall not have any further rights or obligations related to the Sensory Trailer as of the date of City Acceptance.

General Provisions

8. Applicable Law. This Memorandum 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. Any and all suits for any claims or for any and every breach or dispute arising out of this Memorandum shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.
9. Sovereign and Governmental Immunity. No provision in this Memorandum shall constitute or be deemed to be a waiver of the sovereign or other governmental immunity of the City.
10. Effective Date. This Memorandum shall become effective upon the full execution of this Memorandum by all parties.
11. Entire Agreement. This Memorandum, together with any and all documents herein referenced, constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
12. No Third-Party Beneficiaries. The provisions of this Memorandum shall not give rise to any third-party beneficiary rights in any person or entity other than the parties hereto and the District Entities.

13. Authorized Signatures. Each person signing this Memorandum represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Memorandum.
14. Counterpart and Electronic Signatures. This Memorandum 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the following signatures:

CITY OF HAMPTON, VIRGINIA

By _____
City Manager/Authorized Designee

Date

APPROVED AS TO CONTENT:

By _____
Department of Parks, Recreation
And Leisure Services

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By _____
City Attorney's Office

Date

COLISEUM CENTRAL BUSINESS IMPROVEMENT DISTRICT, INC.

By _____

Date

Name _____

Title _____