

Memorandum of Understanding
Among
The Virginia Department of Historic Resources
And
The City of Charlottesville, Virginia
And
Dogwood Vietnam Memorial Foundation, Inc.
For the

Administration of the FY 2023-2024 State Grant for Historic Preservation

The Commonwealth of Virginia through the Department of Historic Resources will provide \$600,000 to the Dogwood Vietnam Memorial Foundation, Inc. for the exclusive support of the Dogwood Veterans Memorial Pedestrian Bridge and Parking project (hereinafter "the Project").

This Memorandum of Understanding (hereinafter "MOU") establishes a partnership among the Virginia Department of Historic Resources (hereinafter "DHR"), City of Charlottesville, an official subdivision of the Commonwealth (hereinafter "the Local Government"), and the Dogwood Vietnam Memorial Foundation, Inc. (hereinafter "the Recipient") (collectively, "the Parties") and describes the terms governing the administration of funds for the Project.

I. MISSION

DHR is the State Historic Preservation Office of the Commonwealth. DHR fosters, encourages, and supports the stewardship and use of Virginia's significant architectural, archaeological, and historic resources as valuable assets for the economic, educational, social, and cultural benefit of citizens and communities. A significant responsibility is the administration and review of state and federal historic preservation grant programs for financial and programmatic compliance. DHR is authorized to administer state grants to non-state agencies under the Code of Virginia.

Dedicated on April 20, 1966, the Charlottesville Dogwood Vietnam Memorial (the "Memorial") is the first public-civic memorial in the United States of America to honor all members of the United States Military who served and those who gave their lives in the war in Vietnam and Southeast Asia. Each year since, there has been an annual re-dedication of the Memorial. In January 2015, the Dogwood Vietnam Memorial Foundation, Inc. was established as a nonstock corporation to focus exclusively on the Memorial. In January 2017, the Foundation became a nonprofit charitable organization pursuant to Internal Revenue Code § 501(c)(3). The Foundation is comprised of approximately 25 all-volunteer members, most of whom have served in this country's military, the majority in the war in Vietnam, and all are dedicated to perpetuating the Memorial (referred to as "the hill that heals").

Together, the Parties enter into this MOU to mutually promote efforts to execute the Project. Accordingly, DHR, the Local Government and the Recipient operating under this MOU agree as follows:

II. PURPOSE AND SCOPE

DHR, the Local Government, and the Recipient will cooperate to ensure the correct and timely administration of the grant and the appropriate use and disbursement of its funds.

1. The Parties are forming a collaboration to comply with the provisions of Chapter 1 of the 2023 Special Session I Acts of Assembly.
2. The collaboration is intended to benefit the citizens of the City of Charlottesville and the Commonwealth.
3. Each organization which is a party to this MOU is responsible for its own expenses related to this MOU.
4. There will be an exchange of funds between the parties for tasks associated with this MOU as outlined below.

III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

DHR:	Caitlin Sylvester, Grants Coordinator caitlin.sylvester@dhr.virginia.gov (804) 482-6461 2801 Kensington Ave., Richmond, VA 23221
Local Government:	Kristina S. Hammill hammillk@charlottesville.gov (434) 970-3202 605 E. Main Street, Charlottesville, VA 22902
Recipient:	W. Bruce Eades, President wpaeades@aol.com (434) 531-0860 1143 Durrett Ridge Road, Earlysville, VA 22036

DHR will:

- Transfer award funding in the amount of \$600,000 to the Local Government upon full execution of this MOU, but no later than June 30, 2024;
- Authorize and instruct the Local Government to transfer funds to the Recipient upon full execution of this MOU; and
- Instruct the Recipient on the procedures for maintaining the financial records of the grant.

The Local Government will:

- Serve as fiscal conduit for the Project by receiving the grant funds from DHR and transferring the funds in full to the Recipient upon full execution of this MOU.

The Recipient will:

- Submit a project information form to DHR;
- Maintain accurate records for the use of the grant funds and retain the records for a minimum of five (5) years from completion of the Project; and
- Submit a final project report (see Exhibit A) to DHR and the Local Government within 30 days of the full expenditure of the grant funds.

IV. TERMS OF UNDERSTANDING

The term of this MOU is for a period of two years from the effective date of this agreement and may be extended upon written agreement by the Parties. It shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions. Any revisions to this MOU shall be made in writing and signed by the Parties.

Authorization

On behalf of the organization I represent, I agree to the terms set forth in this agreement.

DHR: Julie V. Langan 1-25-2024
(signature) (date)

Julie V. Langan, Director and State Historic Preservation Officer

Local Government: Samuel Sanders 12/21/23
(signature) (date)

Samuel Sanders, Charlottesville City Manager

Recipient: W. Bruce Eades, President, Dogwood Vietnam Memorial Foundation, Inc. 12-19-2023
(signature) (date)

W. Bruce Eades, President, Dogwood Vietnam Memorial Foundation, Inc.

Approved as to form:
Charlottesville City Attorney's Office

Jack R. Price 12/21/23
(signature) (date)

EXHIBIT A

Name of Recipient:	
Project Director Name:	Project Director Title:
Project Director Phone:	Project Director Email:
Grant Period: End date ____/____/____	
Project Title:	

Final Report Instructions: Please answer all questions within this document. Label all pages with the name of the Recipient organization. The final project worksheet, and all supporting materials, including copies of all invoices and receipts, must be submitted to DHR with this report.

Project Description

1. Summarize the results of the project accomplished under this grant.
2. Describe any differences between the planned results as stated in the Project Scope of Work and the actual results. (*N/A is an allowable response*)

Financial Information

Please describe how the state funds were allocated to your project.

Note: You may indicate non-state funds that were used to complete the project, however, no matching funding is required.

Experience

Answers to the following questions will help us improve the administration of this grant program.

1. What were the major successes or obstacles you faced in implementing your grant project and what additional assistance (from partner organizations, the community, DHR, etc.) would have benefited your organization?
2. Provide a quote and citation/author that describes how this project has benefited the local community and the Commonwealth and how it has furthered the public's knowledge of significant historical/cultural event(s) that shaped the nation. This quote may be used by the Commonwealth and/or DHR in publications or other social media.

Final date due: _____ Final date submitted: _____

Recipients Official's Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Email: _____

Date Final approved by DHR: _____

DHR Grant Manager Signature: _____