

MEMORANDUM OF UNDERSTANDING
CITY OF ROANOKE
AND
CITY OF SALEM

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”) is dated the ____ day of March, 2024, by and between the **CITY OF ROANOKE**, (“City”) and the **CITY OF SALEM** (“Salem”).

RECITALS

WHEREAS, the City owns property, known as Wasena Park, (“Wasena Park”) located within the City of Roanoke and depicted as Official Tax Map No. 1222301; and

WHEREAS, the City intends to construct a permanent skate park (“Skate Park”) within Wasena Park for the residents of Roanoke City, Vinton, and Salem. The Skate Park being a regional amenity that can be positioned for both general public use and large scale events; and

WHEREAS, Salem is willing to provide the City with a one-time distribution of \$200,000 (“Funding”) for costs related to the construction of the Skate Park, and for no other use or purpose, in accordance with this Memorandum.

For and in consideration of the mutual promises and obligations set forth in this Memorandum, including the recitals set forth above which are a material part of this Memorandum, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Memorandum is to define the one-time contribution of Salem to the City for the construction of the Skate Park in Wasena Park. The Skate Park is intended to provide recreational opportunities for residents and visitors to Roanoke City, Vinton, and Salem, as well as a regional amenity that can be positioned for both general public use and large scale events.

ARTICLE II
GOALS AND OBJECTIVES

The City will use the Funding as general purpose funds for the costs to construct the Skate Park within Wasena Park for the promotion of the Purposes. As the construction of the Skate Park nears completion, the City will request the funds from Salem, and Salem will provide the Funding to the City for the programs set forth in the Purposes.

ARTICLE III
OBLIGATIONS OF THE PARTIES

The parties to this Memorandum agree that the following represents their respective obligations:

A. Salem's obligations under this Memorandum:

1. Salem will provide the Funding, a one-time distribution of \$200,000, to the City as the Skate Park construction nears completion.
2. Salem is under no obligation for future maintenance costs related to the Skate Park.

B. The City's obligations under this Memorandum:

1. The City will expend the Funding in accordance with this Memorandum of Understanding for costs incurred after the date of execution of same;
2. The City agrees to detailed records regarding all expenditures of the Funding ;
3. As the project nears completion, the City will request the one-time distribution of \$200,000 from Salem, said request to include a written report indicating what the City has expended the funding for, including a narrative explaining how and on what expenses the Funding was spent.
4. As the project nears completion, the City will provide Salem with a draft layout of the gateway entrance sign, to be located near the Roanoke River greenway connection, recognizing the regional partners with their respective logos.
5. The City shall maintain all books, records, and other documents relating to Memorandum for five years after the date the Funding has been completely spent.

ARTICLE IV
TERMINATION

This Memorandum may be terminated by either party at any time, for any cause, or no cause, by giving thirty (30) days written notice signed by the party terminating the Memorandum and being sent to the other party.

This agreement shall be effective for a period of one year from the date of the final signature. Modifications shall be made by mutual consent and in writing. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve any issues.

ARTICLE V
NOTICE

Any notice, request, or demand given or required to be given under this Memorandum shall, except as otherwise expressly provided herein, be in writing and shall be deemed duly given only

if delivered personally or sent by certified mail, return receipt requested to the addresses stated below.

To the City: Luke Pugh
City Engineer
City of Roanoke, Virginia
215 Church Avenue, S.W. – Room 350
Roanoke, VA 24011

To Salem: Rob Light, Assistant City Manager
City of Salem
114 N. Broad Street
Salem, Virginia 24153

ARTICLE VI
MISCELLANEOUS

Assignment. The provisions of this Memorandum may not be assigned and are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Memorandum be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

Captions and Headings. The section captions and headings are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Memorandum.

Severability. The invalidity, illegality or unenforceability of any provision of this Memorandum as determined by a court of competent jurisdiction shall in no way affect the validity, legality or enforceability of any other provision hereof.

Waiver. No failure of any party to insist on strict observance of any provision of this Memorandum, and no custom or practice of the parties at variance with the terms hereof, shall be deemed a waiver of any provision of this Memorandum in any instance.

Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Entire Agreement: This Memorandum represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Memorandum shall not be amended or modified except by written instrument signed by the parties.

Responsibility of the Parties. To the extent permitted by applicable law, each party to this Memorandum of Agreement will be responsible for the actions, inactions or violations of its officers, employees, and agents in connection with scope of duties described herein, but nothing contained herein shall be construed as a waiver of the City's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum dated this _____ day of March, 2024.

City of Roanoke, Virginia

BY: _____
Robert S. Cowell, Jr., City Manager

The City of Salem, Virginia

BY: _____
Rob Light, Assistant City Manager

Approved as to Form:

Approved as to Execution:
