

MEMORANDUM OF UNDERSTANDING
DONATION OF IRAQ WAR MONUMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered as of this 24th day of March, 2026, by and between the **CITY OF NEWPORT NEWS, VIRGINIA (“City”)**, a municipal corporation of the Commonwealth of Virginia, and **VIRGINIA VETERANS MEMORIALS INC.,** a Virginia non-stock corporation (“VVM”), concerning the donation and installation of an Iraq War monument to the City.

RECITALS

WHEREAS, City owns certain land commonly known as Huntington Park in the City of Newport News, Virginia, described as Tax Parcel # 272000301, 361 Hornet Circle, Newport News, Virginia (the “**Property**”); and

WHEREAS, the Property includes the Virginia War Museum; and

WHEREAS, VVM desires to donate a monument commemorating the Iraq War (“the Monument”) to the City, to be installed on the Property; and

WHEREAS, City desires to provide VVM and its designated contractors the opportunity to install the Monument on the Property.

UNDERSTANDING

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this MOU, the City and VVM agree as follows:

1. **Funding.** VVM will design, construct, and install the Monument on the Property at no cost to the City. VVM will secure all funding necessary for the design, fabrication, construction, and installation of the Monument prior to any construction beginning on the Property. The City may provide VVM with a written request for verification of funding, and VVM

will provide verification of such funding to the City within seven (7) business days of receipt of the request. VVM will ensure that all contractors are promptly paid, and will not permit any mechanic's lien, materialmen's lien, or any other lien to be filed against the Monument or the Property. In the event any such lien is filed for work claimed to have been done or materials claimed to have been furnished, VVM will investigate such claim and discharge the same within thirty (30) business days from the date of the claim.

2. **Approval.** Plans showing the design for the Monument, stamped by a registered professional engineer, must be submitted to and approved by the City prior to the start of construction. The design of the Monument is subject to the mutual review and approval of City and VVM. The Monument shall be installed on the property at a location subject to the mutual agreement of the City and VVM. The plans and location for the monument must be approved by the City prior to the start of the construction by VVM.

3. **Installation of Monument.** City consents and agrees that VVM, its employees, agents and independent contractors (collectively the "Authorized Parties"), may enter upon the Property along such path as may be designated by the City to install the Monument at the agreed upon location. Such installation shall not begin prior to the City providing VVM written notice that VVM may proceed. VVM agrees to be responsible for all costs related to the design, fabrication, construction, and installation of the monument, including but not limited to costs of materials, labor, and any applicable permits. VVM agrees to ensure that all work done on the Property by the Authorized Parties will be performed in a safe and workmanlike manner, in accordance with all applicable laws, codes, and regulations. This MOU is intended and shall be construed only as a temporary, non-exclusive license to access and install the Monument upon the Property, and not as a grant of easement or any other real property interest. The Authorized Parties may enter upon the Property to install the Monument for a period commencing on the date specified by the City in writing after approval of the plans and expiring upon completion of the

Monument.

4. **Use of Property.** VVM agrees that no equipment or other personal property will be stored or otherwise left unattended on the Property by the Authorized Parties without the City's written permission. VVM agrees that the Authorized Parties shall not take any action nor permit any action to be done which impairs or damages the Property. Notwithstanding the foregoing, VVM's on-site contractor shall be allowed to maintain construction equipment and materials related to the Monument on site, within an area to be designated by the City, during the period of construction of the Monument. All such equipment and materials shall be removed upon the earlier of completion of the Monument or expiration or termination of this MOU.

5. **Hazardous Materials.** VVM warrants that the Authorized Parties shall not introduce or use any hazardous or toxic materials on the Property other than those typically used in the construction and maintenance of the Monument and then only in compliance with all applicable laws. VVM acknowledges that it shall be liable for any environmental contamination caused by the acts or omissions of the Authorized Parties that occurs during their use of the Property and will, at its expense, perform any remediation necessary to restore the Property to its pre-contamination condition. This provision shall survive the termination of the MOU but shall expire 18 months thereafter unless the City provides written notice to VVM of a claim of environmental contamination before the expiration of that 18-month period.

6. **Insurance.** VVM will procure and maintain, at its sole cost and expense, and for the mutual benefit of City, the Authorized Parties, and itself, comprehensive general liability insurance, including property damage, insuring against liability for injury to persons or property occurring in or about the Property related to the Permitted Activities or arising out of the entry and use of the Property therefor. The liability coverage under such insurance shall be not less than One Million Dollars (\$1,000,000.00) combined single limit. Additionally, VVM will ensure that all contractors and/or subcontractors performing work on the Property on its behalf maintain

comprehensive general liability insurance providing the same coverage and limits, as well as builder's risk and such other insurance coverages as City may reasonably require. VVM and its contractors shall have the privilege of procuring and obtaining all such insurance coverages through their own sources and shall provide proof of such coverages to City. All policies of insurance shall provide by endorsement that City is an additional insured thereon. VVM will ensure that prior to commencing any work on the Property, its contractors maintain workers' compensation insurance as required by law.

7. **Permits.** VVM shall, at its sole expense, obtain all local, state, and/or federal permits and approvals necessary for performance of the Permitted Activities on the Property. City will assist in obtaining these permits and approvals.

8. **Ownership.** VVM agrees that upon completion of the Monument and any related improvements to the Property, all interest and ownership therein, as a fixture of the land, shall become the sole property of the City.

9. **Term.** This MOU shall commence upon full execution thereof by the parties and continue in effect until completion of construction of the Monument. In no event will this MOU extend beyond 12 months from its execution unless agreed to in writing by the Parties.

10. **Termination.** At the sole discretion of the City, this MOU may be terminated at any time, for any or no reason, by City providing written notification of such termination to VVM.

11. **Notices.** Notices hereunder shall be addressed to the following:

To City:

City Manager
2400 Washington Avenue
Newport News, Virginia 23607

With a copy to:

City Attorney
2400 Washington Avenue
Newport News, Virginia 23607

To VVM:
Virginia Veterans Memorials Inc.
164 Henry Clay Road
Newport News, Virginia 23601

12. **Incorporation of Recitals and Exhibits.** The foregoing recitals and any referenced Exhibits are specifically incorporated in their entirety herein and made a part hereof.

13. **Governing Law.** The parties agree that the interpretation and construction of this MOU shall be governed by the laws of the Commonwealth of Virginia, without regard to such State's conflict of laws provisions, and any actions to enforce the terms of the MOU shall be brought and maintained in the Circuit Court for the City of Newport News.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first
above written.

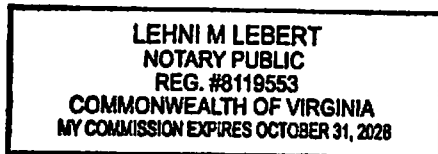
VIRGINIA VETERANS MEMORIALS INC.

By: Randall H. Duvall

COMMONWEALTH OF VIRGINIA
City/County of Newport News, to wit:

I, Lehni M. Lebert, a Notary Public for the City and State/Commonwealth
aforesaid, do certify that Virginia Veterans Memorials Inc., a Virginia non-stock corporation, by
RANDALL DUVALL, its CHAIRMAN, whose name is signed to the foregoing writing,
hereto annexed, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 30 day of APRIL, 2026.



Lehni M. Lebert
Notary Public

My Commission expires: 10/31/2028
Registration No.: 8119553

CITY OF NEWPORT NEWS, VIRGINIA

By: [Signature]
City Manager

Attest:

[Signature]
Acting City Clerk

Approved as to Content:

[Signature]
Director of Parks & Recreation

APPROVED AS TO FORM:

[Signature]
City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

I, Mary Beth Mayer, a Notary Public for the City and Commonwealth aforesaid, do hereby certify that City of Newport News, a municipal corporation, by Alan K. Archer, City Manager, whose name is signed to the foregoing writing, hereto annexed, have acknowledged the same before me in my City and Commonwealth aforesaid.

Given under my hand this 1st day of April, 2026.

Mary Beth Mayer
Notary Public

My Commission expires: 10/31/2027
Registration No.: 8069426

