

**Memorandum of Understanding  
For Town of Vienna Community Center  
Soil and Water Conservation District  
Planting Project  
February 16, 2018**

Between  
The Morton and Spapperi Family Foundation  
And  
Town of Vienna, Virginia

This Memorandum of Understanding (MOU) sets forth the terms and understandings between The Morton and Spapperi Family Foundation (Foundation) and the Town of Vienna, VA (Town) to install a water conservation project (Project) on land adjacent to the Vienna Community Center. This Project will be partially funded with grant money offered through the Northern Virginia Soil and Water Conservation District (SWCD), a Program that provides partial funding to create conservation landscaping by planting and maintaining native trees, shrubs and other vegetation adjacent to watersheds in Virginia.

**Background**

The Foundation has applied for a grant from the SWCD under their Conservation Assistance Program (Program) to install a watershed conservation project (Project) in the Town adjacent to the Vienna Community Center.

The purpose of this Project is to create a native plant buffer on each side of this Piney Branch Tributary in order to 1) reduce rainwater runoff velocity to the tributary and 2) improve overall downstream water quality. Additionally, native plants selected for the Project will provide habitat for small mammals and pollinator species.

As required by the SWCD as a part of their grant requirements, the Town of Vienna must be willing to keep and maintain practices for ten (10) years after installation. The SWCD will verify ongoing maintenance and provide technical assistance.

This MOU outlines roles and responsibilities for each party for the tasks necessary to accomplish the Project.

**Purpose**

This MOU is designed to successfully meet the scope of the Project as presented above. The Project will be accomplished by undertaking the following tasks by the designated responsible party.

- **Task 1 – Application to SWCD** – Develop and submit an application to the SWCD for grant funding to support development of a water conservation project adjacent to a headwater of the Pinney Branch Tributary. The application includes: project detailed design, list of plants (including number of plants and costs), construction and installation

details, signage, permit requirements, operations and maintenance plans, and project costs.

**Responsible party: Foundation**

Note: The Foundation submitted the application to SWCD on February 8, 2018. A copy of the application was delivered to the Town on February 9.

- **Task 2 – Approval of Agreements** – The Town will be required to sign the following agreements as a part of the grant award from SWCD:

Virginia Conservation Assistance Program (VCAP) Form 1 – Application Contract

VCAP Form 3 – Landowner Agreement

VCAP Form 4 – Transfer of Responsibility for Best Management Practices

VCAP Form 5 – Liability Release Form

Note: The Foundation signed VCAP Form 1 as submitted with the application described in Task 1 in the position of “Manager.” SWCD agreed to accept the application in this form, but advised that the Town would have to sign and submit a new VCAP Form 1 in the position of “Landowner” prior to finalization of the award.

**Responsible party: Town**

- **Task 3 – Coordinate Schedule** – The Town and Foundation will work together to develop a final construction and installation schedule upon issuance of the SWCD grant. Work is anticipated to start in Spring 2018, with construction to be completed with 90 days of initiation.

**Responsible party: Town and Foundation**

- **Task 4 – Removal of Existing Vegetation** – Removal of existing vegetation will be done by smothering existing grass using standard industry practices. The Town and Foundation will work together to complete this task, including installation of snow fencing and signage around the construction area. Town is responsible for contacting VA811/MissUtility before digging.

**Responsible party: Town and Foundation**

- **Task 5 – Soil Preparation** – Once existing vegetation is removed, an outside subcontractor will be hired by the Foundation to prepare the soil for plant installation.

**Responsible party: Foundation**

- **Task 6 – Purchase and Planting** - Native and pollinator vegetation will be purchased by the Foundation and planted by an outside contractor hired by the Foundation. Plants and their quantities used for the Project will be those identified in the SWCD Application.

**Responsible party: Foundation**

- **Task 7 – Watering and Maintenance** – Plants will be watered and maintained by the Town. The Town will be required to maintain the Project area for a minimum of 10 years per the signed agreement with the SWCD.

**Responsible party: Town**

**Reporting**

Ms. Julie Spapperi-Morton with the Foundation (or other authorized Foundation member) will work directly with Ms. Leslie Herman or her designated representative from the Town to successfully complete these tasks. General updates will be sent via email between the Town and the Foundation for a minimum of one year after planting is completed.

**Funding**

This MOU is not a commitment of funds; rather, it is an understanding as to which party will be responsible to complete (and fund) each task as listed above.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from the Foundation and Town. This MOU shall become effective upon signature by the authorized officials from the Foundation and Town, and will remain in effect until modified or terminated by any one of the parties in its sole discretion (other than Task 4 thru Task 7, which represents a binding commitment that can only be terminated by mutual consent). In the absence of mutual agreement by the authorized officials from the Foundation and Town to terminate this MOU at a different time, this MOU shall continue in full force and effect.

The Town shall not re-purpose any area of the Project for a period of ten (10) years unless agreement from the SWCD is obtained as the Town is under a 10-year maintenance agreement as required by SWCD. Should the Town desire to re-purpose the land, it shall first inform the Foundation of its intent with sufficient time for the Foundation to seek and accomplish relocation of the Plants. The Town and Foundation shall work together in good faith to relocate the Plants on other areas of the Property, if practical. Such relocation timeframe shall not exceed ninety (90) days without the consent of the Town.

**Contact Information**

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\_\_\_\_\_ Date:  
Julie Spapperi-Morton, President  
The Morton and Spapperi Family Foundation

\_\_\_\_\_ Date:  
Laurie A. DiRocco, Mayor  
Town of Vienna