

A G E N D A

JAMES CITY COUNTY BOARD OF SUPERVISORS

READING FILE

November 23, 2010

FOR YOUR INFORMATION

1. Information Related to: Lease Agreement – The College of William and Mary Boat Storage Facility
 - a. Draft Lease Agreement
 - b. Draft Memorandum of Understanding

2. Information Related to: Agreement between the Virginia Peninsula Localities on Homelessness
 - a. Draft Agreement between the Virginia Peninsula Localities on Homelessness
 - b. Greater Virginia Peninsula Continuum of Care Task Force on Homelessness Presentation

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++Deed of Lease

This Deed of Lease (the "Lease") is dated the [____] day of ____, 2010, between James City County, a political subdivision of the Commonwealth of Virginia, as Grantor (the "Landlord"), and the, The College of William and Mary in Virginia, an Instrumentality of the COMMONWEALTH OF VIRGINIA as Grantee (the "Tenant").

WITNESSETH

1. PREMISES. For and in consideration of the terms, conditions, covenants, promises and agreements herein made, the Landlord leases to the Tenant the following property or premises (the "Premises"), together with reasonable and appropriate rights of ingress and egress, in the County of James City, Virginia. The Premises are more particularly described as:

A portion, totaling approximately 4650 square feet, of that certain unimproved parcel of land in Chickahominy Park, 1350 John Tyler Highway, Williamsburg VA 23188, as indicated in the map attached as Exhibit A.

2. USE OF PREMISES. The Premises are to be used and occupied by the Tenant for siting and operation of a Boat Storage Facility ("Boathouse"), to be constructed by a third party on behalf of Tenant, as detailed in the Memorandum of Understanding dated [____], 2010 between James City County, the College of William & Mary; the William & Mary Rowing Team, a club sport of W&M students ("Rowing Club"); and Williamsburg Boat Club ("WBC"), a Virginia non-profit corporation, a copy of which is attached as Exhibit B.

3. TERM.

(a) The initial term of this Lease (the "Initial Term") shall be five years (5) year(s), beginning on [____] 1, 2010, (the "Commencement Date") and terminating on [____] 30, 2015 (the "Termination Date").

(b) The Landlord warrants that the Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If the Landlord does not have this right, then the Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

(c) After expiration of the initial term, the lease may be renewed for another five (5) year term up to seven (7) times, such that the lease contract totals but does not exceed 40 years. Notification of intent to renew must be received by the Landlord from the Tenant according

to the terms of section 17. During any renewal term or extension, the same Rent, terms, conditions and covenants shall apply unless amended in writing by the Tenant and Landlord.

4. **RENT.** The Tenant shall pay the Landlord the sum of One Dollar(s) (\$1.00_) as rent (the "Rent") for the Initial Term, and any renewal term thereafter.

5. POSSESSION AND CONDITION OF PREMISES.

(a) The Landlord shall deliver quiet possession of the Premises to the Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to the Tenant during the Initial Term, and any renewals or extensions thereof.

(b) On the Commencement Date, the Landlord shall deliver the Premises to the Tenant in good repair and in a condition suitable to the use for which it is leased. The Landlord shall provide, at Landlord's expense, appropriate wayfinding and signage to the Premises.

(c) The Landlord shall have the right, upon two (2) business days prior notice to the Tenant, either itself or through its authorized agents, to enter the Premises (i) to make repairs, alterations, or changes as the Landlord deems necessary; and (ii) to inspect the Premises for compliance with the terms of this Lease. The Tenant, its agents, employees, invitees, and guests, shall have the right of ingress and egress to common and public areas of the Premises, provided the Landlord by regulation may control such access, or as needed for making repairing and alterations. The Landlord shall have the right to enter the Premises and Boathouse at any time in the event of an emergency. Tenant shall provide Landlord with a key to access the Boathouse in case of emergencies.

6. MAINTENANCE.

(a) Except as otherwise provided herein, throughout the Term, Tenant shall, without any costs of expense to Landlord; (i) take good care of and keep in good order and repair, or cause the same to be done, inside and out, the Boathouse, all alterations, renovations, replacements, substitutions, changes and additions therein or thereto and the roofs and foundations thereof, all fixtures and appurtenances therein and thereto, all machinery and equipment therein, including without limitations, all machinery, pipes, plumbing, wiring, gas, steam and electrical fittings, sidewalks, water, sewer, and gas connections, and other fixtures, machinery and equipment installed in or connected to the Boathouse or used in the Boathouse's operations on the Premises; (ii) make all repairs inside and outside, ordinary and extraordinary, structural or otherwise, necessary to preserve the Boathouse in good order and condition; (iii) promptly pay or cause the payment of the expense of such repairs; (iv) not cause or permit any waste of the Premises; and (v) on the leased Premises, keep the sidewalks, curbs, and parking areas in good repairs and reasonable free from snow, ice, dirt and rubbish. The Landlord shall agree to reasonable requests by Tenant made to permit or assist Tenant in its maintenance responsibilities, such as by providing access to the Premises.

(b) In compliance with County policies and procedures, when and as snow and/or ice removal become necessary, the Landlord shall remove all snow and ice from all walkways, loading areas, common areas, and parking areas that affect and/or prevent access to the Premises.

(c) The Landlord shall be responsible for maintenance of the Premises' ground, to include landscape and hardscape. The Landlord shall also be responsible for maintaining access to the Premises, except when acts of nature occur that prevent access (see §7 below); or when access, in the reasonable opinion of the Landlord, might negatively affect personal safety. The Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of the Tenant, or its agents, employees, or contractors. The Landlord shall not be obligated to make any repairs to Tenant's Boathouse.

(d) The Tenant shall be responsible for securing the Boathouse and its contents. In compliance with County policies and procedures, Landlord shall be responsible for providing and maintaining security on County property.

7. DAMAGE OR DESTRUCTION OF THE PREMISES AND BOATHOUSE.

(a) If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of the Tenant, the Premises are thereby rendered untenable or unusable for the Tenant's purposes; this Lease shall immediately terminate, at the option of the Tenant, upon written notice to the Landlord. On or before the date of termination, the Tenant shall have removed all supplies, equipment (including, but not limited to, boats), and building(s) owned by the Tenant. Such removal shall not imply any release of liability by the Tenant from the Landlord prior to removal.

(b) If the Premises are damaged by fire or otherwise, but in the reasonable opinion of the Tenant is not rendered totally untenable and unusable, upon being notified to do so by the Tenant or its duly authorized agent, the Landlord shall repair and restore the Premises as promptly as possible to their former condition. If the Landlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Lease where no other remedy is expressly provided, within a reasonable time after written notice to the Landlord, then the Tenant may terminate this Lease by giving fifteen (15) business days written notice to the Landlord. No notice of termination shall be given by the Tenant under this subsection if the Landlord, or its agents, has physically commenced repairs, replacement, restoration or renovation, and the work is being diligently and continuously pursued to completion in a professional and workmanlike manner.

(c) If the Boathouse shall be destroyed or damaged, in whole or in part by fire or any other cause, except condemnation, and whether or not such destruction or damage is covered by

insurance, Tenant shall give Landlord immediate notice thereof and Tenant shall promptly repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt, at least to the conditions thereof immediately prior to such occurrence. If the damage or destruction is substantial, Tenant may terminate the Lease, in accordance with the terms provided herein, provided the Premises are restored to a reasonable condition substantially equivalent to its condition immediately prior to the Commencement Date.

8. ALTERATIONS BY THE TENANT. The Tenant may *not* make alterations and additions to the unimproved Premises without the express written permission of the Landlord, except for the construction of the Boathouse as contemplated herein.

9. UTILITIES AND SERVICES; INSURANCE; TAXES.

(a) The Landlord shall provide and maintain, or cause to be provided and maintained, at the Landlord's expense, secondary electrical service to Tenant's Boathouse, at a location to be mutually determined by the Landlord, Tenant, and the third party power provider.

(b) The Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises. To the extent provided by law, Tenant shall be responsible for any and all other taxes levied or assessed against the Boathouse and its contents, and which become payable during the term hereof. In the event any or all of the taxes for which Tenant is responsible shall be assessed and taxed with the real property, the Tenant shall pay to the County its share of such taxes or any other taxes, within thirty (30) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant.

(c) The Landlord, at Landlord's expense, shall keep the Premises insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises. In addition, the Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities.

(d) The Tenant shall keep, at Tenant's expense, the Boathouse insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy.

10. CONDITION OF COMMON AREAS. The Landlord, at the Landlord's sole expense, shall maintain in a good, clean and safe condition, all County property to be used by the Tenant in common with the Landlord and other tenants, in accordance with County policies and procedures. If the Landlord fails to maintain such areas in a good, clean and safe condition, or to make all repairs and/or improvements within a reasonable time after written notice, then the

Tenant may terminate this Lease or proceed to make repairs or improvements, pursuant to the provisions of Section 7(b).

11. ACCESSIBILITY BY PERSONS WITH DISABILITIES. Where appropriate, directional signs complying with the applicable standards shall be provided directing handicapped persons to an accessible route or entrance to the Premises.

12. DISCLOSURES; NON-WAIVER; APPROPRIATIONS.

(a) The Landlord understands and acknowledges that the Tenant is an instrumentality of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and the Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. Tenant understands and acknowledges that Landlord is a political subdivision of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and the Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

(b) Landlord and Tenant understand that neither has agreed to provide any indemnification or save harmless agreements running to the other. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Landlord or Tenant, from tort or other liability.

(c) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the County of James City, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.

(d) Notwithstanding any other provision of this Lease, if the Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same are leased, then this Lease and all responsibility or obligations of the Tenant under this Lease shall terminate. In such event, the Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.

(e) Instrumentalities of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the

continuance of this Lease, this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

13. CONDEMNATION.

(a) The Landlord shall give immediate notice to the Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.

(b) In the event that any portion of the Premises, or any portion of the Boathouse, is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking, this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession.

14. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT. Upon request by the Landlord, the Tenant agrees to execute a Subordination, Attornment and Non-Disturbance Agreement that substantially conforms to Exhibit C, attached hereto, provided, however, that all such agreements are subject to approval by the Tenant and the Office of the Attorney General of Virginia.

15. TERMINATION.

(a) Unless otherwise terminated as provided herein, a prior written notice of at least one hundred and eighty (180) days shall be given by the Tenant should it desire to terminate this Lease and vacate the Premises before the end of the Initial Term, or any renewal or extension thereof. Subject to the Tenant's option to renew this Lease, if any, should the Landlord desire to terminate the Lease and take possession of the Premises at the end of the Initial Term, or any renewal or extension thereof, a prior written notice of at least one hundred and eighty (180) days shall be given by the Landlord..

(b) If the Tenant shall continue to occupy the Premises after the termination date specified in a proper notice to terminate as provided in Section 15(a) (a "holdover"), such holdover shall be deemed a tenancy from month-to-month upon the same Rent and other terms and conditions as existed immediately prior to the commencement of the holdover. The Landlord shall have the right to regain possession of the Premises in any manner provided by law, exclusive of self-help remedies. Possession of the Premises by the Tenant in accordance with the provisions of Section 15(a) shall not be deemed a holdover.

(c) At the termination of this Lease, the Tenant will peaceably deliver the Premises in as good condition as when it was formally accepted, nominal damage and normal wear and tear excepted, and subject to any agreement by the Landlord to make repairs and restoration as provided elsewhere in this Lease.

(d) If the Landlord terminates the Lease after the first term of five (5) years, the Boathouse may be purchased by the Landlord from the Tenant for "Total Cost," subject the Tenant's ability to so convey the Boathouse, which may require approval by the Tenant's governing board, the College of William and Mary Board of Visitors, and/or the Commonwealth of Virginia and its agencies.

"Total Cost" shall be the total cost of the design and construction of the Boathouse, including all site, utility, county, project management, and inspection charges, and any other ancillary project charges and costs. If the Tenant terminates the Lease after the first term of five (5) years, the Landlord will reimburse the Tenant the same Total Cost of the Boathouse less five percent (-5%) per year depreciation, beginning 12 months after the date of completion of the Boathouse.

After any five (5) year renewal term, if either the Landlord or the Tenant terminates the lease, the Landlord will reimburse the Tenant the same Total Cost of the Boathouse less five percent (-5%) per year depreciation, beginning 12 months after the date of completion of the Boathouse.

The date of completion shall be the date that a temporary Certificate of Occupancy is issued by the building code official for the Boathouse. If no temporary or final Certificate of Occupancy is obtained for the Boathouse, the completion date shall be determined by the Tenant.

16. NOTICES.

(a) All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

(Name) Vice President for Administration
(Address) PO Box 8795
College of William and Mary
Williamsburg, VA 23187-8795

Cc: Director of Recreational Sports
PO Box 8795
College of William and Mary
Williamsburg, VA 23187-8795

(b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

(Name) County Administrator
(Address) PO Box 8784
Williamsburg, VA 231887-8784

Cc: County Attorney
PO Box 8784
Williamsburg, VA 231887-8784

(c) Where, under the terms of this Lease, a notice is sent by certified U.S. mail, postage prepaid, return receipt requested, such notice shall be deemed to have been given as of the date of mailing such notice. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 16(a) or Section 16(b), as appropriate.

(d) Where, under the terms of this Lease, a notice is required or permitted to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

17. BINDING EFFECT; AMENDMENTS. The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of the Landlord and the Tenant. This Lease constitutes the entire, full and complete understanding and agreement between the Landlord and the Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties.

18. DEFAULT.

(a) The termination of this Lease by the Tenant pursuant to the provisions contained herein shall not be a default hereunder.

(b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party

may, at its option, exercise such rights as may exist at law or in equity. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

19. PRESUMPTIONS. No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to Virginia Code Section 17.1-223.

20. ASSIGNMENT. The Tenant may not assign this Lease, or sublet the Premises, without the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

21. HEADINGS. The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

22. ADDITIONAL AUTHORITY.

(a) The College of William and Mary's authority to execute this lease is governed by Subchapter 3 (§23.38.91 et seq.) of the Restructured Higher Education Administrative and Operations Act, Chapter 4.10 (§23-38.88 et seq.) of Title 23 of the Code of Virginia, effective July 1, 2006.

(b) [County will include reference to resolution authorizing County Administrator to execute this lease once Board of Supervisors' action has been taken.]

23. ADDITIONAL PROVISIONS:

This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Deed of Lease:

Attachments: _____

Exhibits: A, B, C _____

Riders: _____

 NONE (Check if NONE)

WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LANDLORD: _____ (type name of Landlord)

By: _____

Title: _____

STATE OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 20__ by _____ acting in his/her capacity as _____ of [insert name of corporation, partnership etc.] on behalf of the [corporation, partnership etc].

My commission expires _____

Notary Public

TENANT: The College of William and Mary in Virginia
_____ An Instrumentality of the Commonwealth of Virginia

By: _____

Title: Vice President for Administration

STATE OF VIRGINIA

CITY OF _____ Williamsburg _____, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 2010 by _____ acting in her capacity as Vice President for Administration of the College of William and Mary in Virginia, on behalf of the institution.

My commission expires _____

Notary Public

**Office of the Attorney General
Approved as to form:**

DGS Expense Lease #30-515
October 16, 2001

Assistant Attorney General

MEMORANDUM OF UNDERSTANDING
Between the
Williamsburg Boat Club, the William & Mary Rowing Club, College of William and Mary in Virginia
and
JAMES CITY COUNTY DIVISION OF PARKS & RECREATION
2010

Use of Chickahominy Riverfront Park for Rowing Program

James City County Division of Parks & Recreation (P&R) is interested in working with organizations that are community service oriented, whose activities are recreational in nature and whose purpose supports the mission of P&R. The Williamsburg Boat Club, in cooperation with the College of William and Mary in Virginia (W&M) and the W&M Rowing Team, a club sport of W&M students (Rowing Club), supports these values. Therefore, P&R supports the development and operation of a community rowing program at Chickahominy Riverfront Park, located at 1350 John Tyler Highway, Williamsburg, VA 23185.

Itemized below are specific requirements to the memorandum of understanding (MOU), in regards to use of public facilities including a boat storage facility to be constructed for the benefit of the Rowing Club, between P&R, **Williamsburg Boat Club (WBC), a Virginia non-profit corporation, the Rowing Club, and W&M.**

Responsibilities and Duties

A. RESPONSIBILITIES OF THE COUNTY

1. Provide space for boat storage and water access for rowing program. Parcel is located on Gordon's Creek adjacent to the Boat and RV Storage Area.
2. Allow floating dock connection from shore.
3. Provide vehicle access and parking in designated area.
4. Allow space for a 15' x 15' shed for equipment storage and a porta-john.
5. Distribute promotional material at P&R facilities as provided.
6. Provide links to the Rowing Club and W&M web pages.
7. Provide a list and a contact for volunteer opportunities for P&R sponsored special events.
8. Communicate on a timely basis all park rules and regulations and all rules, regulations and procedures relevant to the construction of the boat storage facility in writing to WBC and W&M.

B. RESPONSIBILITIES OF WBC AND W&M

1. Offer and promote a diverse rowing program for residents of JCC.
2. Recruit new users and offer accessible opportunities for residents of JCC.
3. Secure all equipment in storage.
4. Provide a list of key people and their contact information yearly.
5. Maintain area around exterior of building and near storage shed by creek in clean and safe condition (all items stored properly, trash disposal, help with debris removal).
6. Provide Park Supervisor with a Facility Use Form at least 90 days in advance for any planned special events to avoid park usage conflicts and other park plans. Facility use form must be approved prior to scheduling any activities.
7. Submit reports of total participation and volunteer numbers quarterly to Park Supervisor.
8. Abide by all park rules and regulations.
9. Organize a yearly meeting with Park Supervisor, Superintendent of Parks or designees to communicate events, participation numbers, comments or concerns.
10. Provide signage and one person to direct special event participants to parking area, which will be in the grass field adjacent to the storage area.
11. Provide at least four (4) volunteers for at least one P&R sponsored special event.
12. WBC will provide one (1) free introductory rowing clinic for residents of JCC and Williamsburg annually.
13. Provide JCC with key to boat storage facility in case of emergency access.
14. Use reasonable best efforts to ensure adherence to relevant JCC rules, regulations and procedures in the construction of the boat storage facility.

C. IT IS FURTHER UNDERSTOOD THAT:

1. Location of the boat storage facility in park is subject to change based on park master planning recommendations.
2. A viable number of participants will be expected for continued partnering with the County under the current arrangement. This mutually agreed upon number will consist of new and continued members, plus participants in community programs.

Fees and Insurance

- A. WBC and the Rowing Club will provide a copy of liability insurance coverage naming James City County as additional insured.
- B. WBC shall hold the County and W&M harmless for any injury to its members or property arising from the use of park property for the rowing program.
- C. Any fees needed to be charged for programs held onsite must be approved by P&R director and can only be used to cover direct program costs.

Terms of Agreement

- A. This MOU will be in effect through June 30, 2011 and will be reviewed annually.
- B. This MOU may be modified only by a written agreement signed by WBC, W&M and the County, as an addendum to this document.
- C. This MOU replaces any previous agreements between the parties.

Disputes

- A. Any concerns or grievances should be brought up to the park supervisor immediately to seek resolution. The parties will appoint representatives to an oversight team which will initiate this process. This shall include the Park Operations Coordinator, the President of the WBC, and the Director of Recreation and Sports at W&M.
- B. Nothing herein will prevent any party from seeking legal or equitable relief, provided that such party has a made a good-faith effort to obtain resolution through this process.

Termination of Agreement

- A. Any parties may terminate the agreement with 180 days written notice to the other if necessitated by failure or inability to adhere to the responsibilities outlined above or within the associated Lease agreement.

Director of Parks and Recreation
James City County

Date

Williamsburg Boat Club

Date

W&M

Date

Rowing Club

Date

**AGREEMENT BETWEEN THE
VIRGINIA PENINSULA LOCALITIES
ON HOMELESSNESS**

DRAFT

THIS AGREEMENT, is made effective this _____ of _____, 2010, by and among the **CITIES OF HAMPTON, NEWPORT NEWS, POQUOSON, WILLIAMSBURG** and the **COUNTIES OF JAMES CITY and YORK**, each a political subdivision of the Commonwealth of Virginia, hereinafter jointly referred to as the "Parties."

WHEREAS, the Parties formalized the establishment of the Virginia Peninsula Mayors and Chairs Commission on Homelessness ("Commission") as the collective body to oversee regional homelessness initiatives; and

WHEREAS, the Commission is committed to the goal of implementing the Virginia Peninsula Regional Plan to End Homelessness and serving the citizens of the respected localities; and

WHEREAS, the Commission is partnering with homelessness service providers throughout the Peninsula to administer a \$727,262 Homelessness Prevention and Rapid Re-Housing Program grant through the Virginia Department of Housing and Community Development; and

WHEREAS, the Parties adopted an Agreement Between the Virginia Peninsula Localities on Homelessness ("Agreement") effective December 1, 2008, and desire to replace the Agreement as set forth herein.

WITNESSETH

That pursuant to Section 15.2-1300 of the Virginia Code, as amended, for the joint exercise of powers by political subdivisions, the Parties mutually agree to the following provisions:

SECTION 1. DEFINITIONS

- A. Annual Action Plan Budget means the allocation of funds designated by the Commission to meet its annual expenses.
- B. Commission means the Virginia Peninsula Mayors and Chairs Commission on Homelessness.

DRAFT

- C. Continuum of Care refers specifically to the Task Force on Homelessness, which is a collaborative funding and planning approach that helps communities plan for and provide, as necessary, a full range of emergency, transitional, and permanent housing and other service resources to address the various needs of homeless persons.
- D. HMIS means Homeless Management Information System.
- E. HUD means Department of Housing and Urban Development.
- F. Service Point Software means computer software utilized for a Homeless Management Information System.

SECTION 2. PURPOSE

The purpose of the Agreement is:

- A. To seek appropriate regional resources to end homelessness within the jurisdictions named in this Agreement.
- B. To implement a regional Homeless Management Information System (HMIS) for the provision of uniform and consistent data collection and reporting for all participating jurisdictions with the objective of providing services to homeless people.
- C. To provide effective coordination in the Continuum of Care process for the purpose of securing HUD Continuum of Care funds for regional homeless service providers.

SECTION 3. ADMINISTRATION

The joint entity responsible for administering this Agreement shall be the Virginia Peninsula Mayors and Chairs Commission on Homelessness.

SECTION 4. COMMISSION ON HOMELESSNESS

- A. The composition of the Commission shall consist of one employee or official designated by each Party as its representative. There shall be elected annually by and from these representatives a Chairperson, a Vice-Chairperson, and a Secretary, each to serve concurrent terms of one year, any of whom may preside at meetings of the Commission. In the absence of a Party's representative, a

Party may designate an alternate who may attend any meeting and exercise all powers vested in the absent representative.

- B. The location, frequency and procedures for meetings shall be at the discretion of the Commission, and notice thereof shall be provided to all representatives prior to the date on which the meeting will be held.
- C. A quorum shall consist of five representatives.
- D. Except as otherwise agreed, matters brought before the Commission shall be resolved by a simple majority vote of the votes cast.
- E. New parties and their corresponding representatives on the Commission may be added to the Commission by amending this Agreement in accord with the provisions for amending the Agreement identified in Section 6. Voting, quorum, and related matters shall be modified by an amendment to the Agreement in the event a new Party is added.
- F. The Commission is a public body, and subject to the Virginia Freedom of Information Act.

SECTION 5. POWERS AND DUTIES OF THE COMMISSION

The Commission shall have authority to:

- A. Adopt and pursue tasks and objectives in furtherance of the Virginia Peninsula Regional Plan to End Homelessness.
- B. Adopt bylaws and make rules and regulations for the conduct of its business.
- C. Make and enter into all contracts and agreements, as it may determine are necessary, incidental or convenient to the performance of its duties and to the execution of the powers granted herein; contracts for the purchase of goods and services shall be subject to the provisions of the Virginia Public Procurement Act. Any use made by the Commission of the purchasing department and procurement policies of any of the Parties hereto shall be for convenience only, and shall not create an employment or agency relationship with, nor liability for, the Party providing said services.
- D. Apply for, accept, disperse, and administer for itself or for a Party hereto any loans, materials, contributions, gifts, or property from any private or charitable source, the United States of America, the Commonwealth, any agency or instrumentality thereof, or from any other source.

- E. The Commission shall identify and select, through the public procurement process, a capable service provider(s) to carry out one or more of the enumerated purposes set forth in Section 2.
- (1) Unless otherwise agreed by the Commission, payment made by the Commission pursuant to Section 9 shall be made to the selected service provider(s) in exchange for the following services:
 - a. Provide supervised staff person, office space, office supplies, receptionist, computer, and telephone;
 - b. Administer an HMIS that complies with HUD requirements;
 - c. Utilize and maintain Service Point Software and customer support;
 - d. Customize HMIS configurations for all required licenses;
 - e. Provide training and technical assistance for users of the HMIS;
 - f. Assist with coordination for securing HUD Continuum of Care funds, including but not limited to, preparation of the Continuum of Care statement;
 - g. Prepare annual report on progress made toward ending homelessness; and
 - h. Secure prorated audit and liability insurance.
 - (2) All employees and personnel utilized by the service provider shall be and remain the employees of the service provider and shall not be deemed employees or agents of the Commission or of the Parties.
- F. Procure legal services and other professional services as necessary.

SECTION 6. AMENDMENTS TO THE AGREEMENT

The terms of this Agreement shall be reviewed periodically by the Commission and amended as necessary. Written amendments may be approved by the mutual agreement of the city managers and county administrators of the Parties unless otherwise agreed.

SECTION 7. DURATION

This Agreement shall automatically renew on an annual fiscal year basis, until terminated by a resolution of the Governing Bodies of the Parties. The Commission shall recommend to the Mayors and Chairs any termination of the Agreement.

SECTION 8. FISCAL AGENT

- A. The City of Newport News shall act as the fiscal agent of the Commission for the receipt and disbursement of funds hereunder, and any additional funds as the Commission may be provided from other public or private sources. All disbursements shall be made at the direction of the Commission. Supportive service costs incurred by the City of Newport News, if any, may be reimbursed to the City of Newport News with the consent of the Commission, if such funds are available.

- B. The City of Newport News, as fiscal agent, shall enter into all contracts on behalf of the Commission, including a contract with the service provider(s) selected by the Commission pursuant to Section 5.E.

SECTION 9. FINANCE AND BUDGET

A. Appropriation of Funds

- (1) All financial obligations of the Parties under this Agreement are subject to the appropriation of funds by their respective Governing Bodies.

- (2) The Parties hereby agree to contribute the following amounts toward the fiscal year 2011 Action Plan Budget of the Commission:

Hampton.....	\$ 33,890.00
James City County.....	\$ 13,961.00
Newport News.....	\$ 41,655.00
Poquoson.....	\$ 2,781.00
Williamsburg.....	\$ 2,759.00
York.....	<u>\$ 14,454.00</u>
TOTAL	\$109,500.00

- (3) In future years, the Parties shall contribute in each fiscal year such amounts towards the Annual Action Plan Budget of the Commission as shall be agreed upon by the Parties.
- (4) All Parties agree to be liable for their proportionate share of contract costs, administrative costs, and any other costs agreed upon by the Commission in the same proportion as their annual contribution.
- (5) For fiscal year 2011, the annual contributions identified in subsection 9.A.(2) shall be paid to the fiscal agent by September 30, 2010. For each subsequent fiscal year, the annual contributions shall be paid to the fiscal agent by a date mutually agreed upon by the Parties.

B. Audit

Unless otherwise agreed by the Commission, an annual, independent financial audit of the primary service provider shall be conducted. The costs of the audit shall be the responsibility of the Commission, and paid from the Annual Action Plan Budget.

SECTION 10. WITHDRAWAL BY A PARTY

Any Party hereto may withdraw from the Commission and necessitate an amendment to this Agreement by providing written notice to the other Parties at least sixty (60) days prior to the end of a fiscal year. Contributions previously made by a withdrawing Party shall not be refunded for the year in which a withdrawal is made. Parties shall remain liable for all unpaid contributions and other monetary obligations until the end of the fiscal year in which a withdrawal is made, unless the terms of any contract or other obligation extend the period for which the Party remains liable. The Commission shall continue to operate and function with its remaining members.

SECTION 11. DISSOLUTION OF THE COMMISSION

Unless otherwise agreed by the Parties, termination of the Agreement shall cause a dissolution of the Commission. All assets of the Commission at the time of termination and after all Commission debts are paid, if any, shall be disposed of in a manner approved by the Commission, and in accordance with law.

SECTION 12. AGREEMENT ADOPTION

- A. Pursuant to Section 15.2-1300 of the Virginia Code, as amended, the Parties shall individually approve this Agreement by resolution of their respective Governing Bodies.
- B. The Parties hereto, by signature of their respective officials, duly authorized to execute this Agreement, certify that they possess full legal authority to enter into this Agreement, endorse the objectives and accept the terms and conditions hereof, and agree to abide by all applicable federal and state laws and regulations.
- C. This Agreement shall be executed as an original only for filing with the Commission. All Parties shall receive a conformed copy.

WITNESS the following signatures and seals:

CITY OF HAMPTON

By: _____ (SEAL)

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF NEWPORT NEWS

By: _____ (SEAL)
City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF POQUOSON

By: _____ (SEAL)

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF WILLIAMSBURG

By: _____ (SEAL)

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney

COUNTY OF JAMES CITY

By: _____ (SEAL)

Title: _____

Attest:

County Clerk

Approved as to form:

County Attorney

COUNTY OF YORK

By: _____(SEAL)

Title: _____

Attest:

County Clerk

Approved as to form:

County Attorney

min1470

Greater Virginia Peninsula Continuum of Care Task Force on Homelessness

PREVENTING ■ INTERVENING ■ ENDING HOMELESSNESS

Annual Report 2009-2010

Our progress over the last year was made possible through commitment, perseverance, and hard work. Starting with the adoption of the Virginia Peninsula Regional Plan to End Homelessness in July 2009, our region experienced ongoing success in preventing, intervening, and ending homelessness. Engaged and dedicated service providers in the public and private sectors, policy-makers, and community stakeholders continued to rise to the many challenges faced. This report will highlight accomplishments and activities that have taken place over the last year that truly set the stage for the dynamic system changes needed to end homelessness in our communities.



Accomplishments Supporting The Virginia Regional Plan to End Homelessness

Prevention

- Increased federal funding to the region through the Homeless Prevention and Rapid Re-housing Program (federal stimulus funding)

Permanent Housing

- Added 6 new permanent supportive housing units for the chronically homeless
- Piloted Housing Broker Team in Newport News with future replication across the Peninsula
- Endorsed and provided referrals to Virginia Housing Development Authority's (VHDA) web-based affordable housing inventory (www.virginiahousingsearch.com)

Coordinated Services

- Adopted regional Standards of Care for services for all agencies participating on the Greater Virginia Peninsula Continuum of Care Council (GVPCCC) Taskforce on Homelessness
- Strengthened subcommittee structure under the Task Force on Homelessness

Education and Advocacy

- Established website dedicated to providing homeless specific resources and information
- Established weekly Task Force on Homelessness email which provides a variety of news and information

Systems Change

- Expanded Homeless Management Information System (HMIS) coverage to include more users
- Instituted HMIS evaluation and monitoring



HMIS FACTS

- 98% of all HUD required HMIS data elements were entered into HMIS
- HMIS users increased from 24 to 33 over the last year
- Currently there are 9,983 clients entered into HMIS

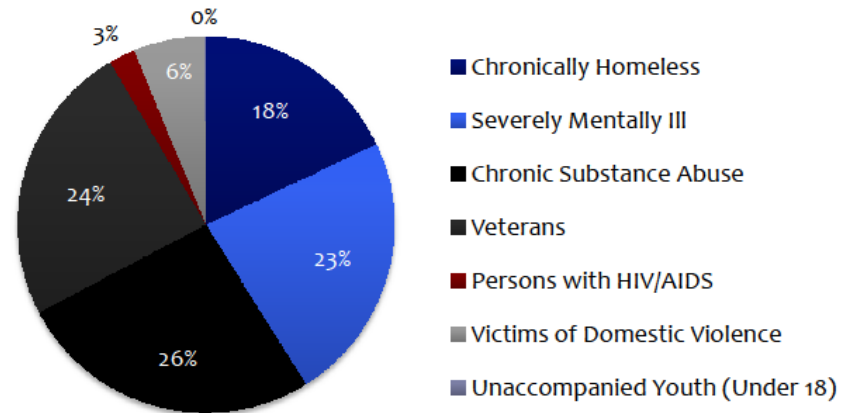
Activities

2010 Point-In-Time Count

The GVPCCC Task Force on Homelessness conducted the annual count on January 27th and 28th. During the 24-hour count **607 persons were identified as being homeless**. This compares to a total of 569 persons counted in January 2009. The following table and chart provides a breakdown of the 2010 results.

	Sheltered	Unsheltered	Total
Singles	414	34	448
Persons in Families (adults and children)	159	0	159
Total	573	34	607

2010 Point-In-Time Count Subpopulations



Brown Bag Trainings

In 2009, the Task Force on Homelessness began offering case managers and front line service providers regularly scheduled opportunities for professional development and information.

Brown Bag Training Topics

Crisis Intervention
 Conflict Resolution
 Motivational Interviewing
 Legal Aid
 Social Security and Disability
 Veterans Affairs

Funding and Resources

2009 Continuum of Care (CoC) Homeless Assistance Awards

The Greater Virginia Peninsula Continuum of Care continued to perform well in 2009-2010. The CoC met or exceeded HUD's outcome standards for persons staying in permanent housing for at least 6 months, persons moving from transitional housing to permanent housing, and persons employed at program exit.

In December 2009, **nine programs were awarded a total of 1.6 million dollars in funding**. These CoC funded programs serve individuals and families and address a variety of barriers that impede self-sufficiency.

Funding and Resources

Awards

Permanent Supportive Housing Programs	Transitional Housing Programs	Homeless Management Information System
ACCESS AIDS Care	Avalon: A Center for Women and Children	The Planning Council
Hampton-Newport News Community Services Board	Transitions Family Violence Services	
LINK of Hampton Roads		
Newport News Redevelopment and Housing Authority		

Homeless Prevention and Rapid Re-Housing Program (HPRP)

In February 2009, President Obama signed into law the American Recovery and Re-investment Act (ARRA). As a result, **the region secured 1.3 million dollars in HPRP funds** to serve individuals and families over two years. From October 1, 2009 through June 30, 2010

the region's combined HPRP funding has assisted 773 people within 344 households by utilizing 41% of the total funds available during the program's first eight months.

Housing Broker Team

In addition to providing financial assistance and supportive services to those facing or experiencing homelessness, HPRP provided the capacity to create a Housing Broker Team (HBT) in the City of Newport News. HBTs, identified as a best practice, work to

- Increase the inventory of affordable housing units within a community by recruiting landlords
- Act as an intermediary between landlords and clients to resolve issues that may lead to loss of housing
- Ensure long term housing stability by providing case management services to clients placed

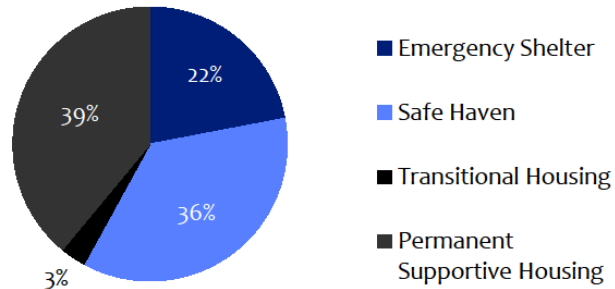
Since December 2009, the Newport News Housing Broker Team has **placed 29 clients and recruited 32 landlords who will offer affordable housing units**. The HBT also averted or waived \$3,477 in fees, which resulted in savings to the client and funders.



Funding and Resources

Housing Inventory

This housing inventory chart illustrates the distribution of designated homeless beds in our region.



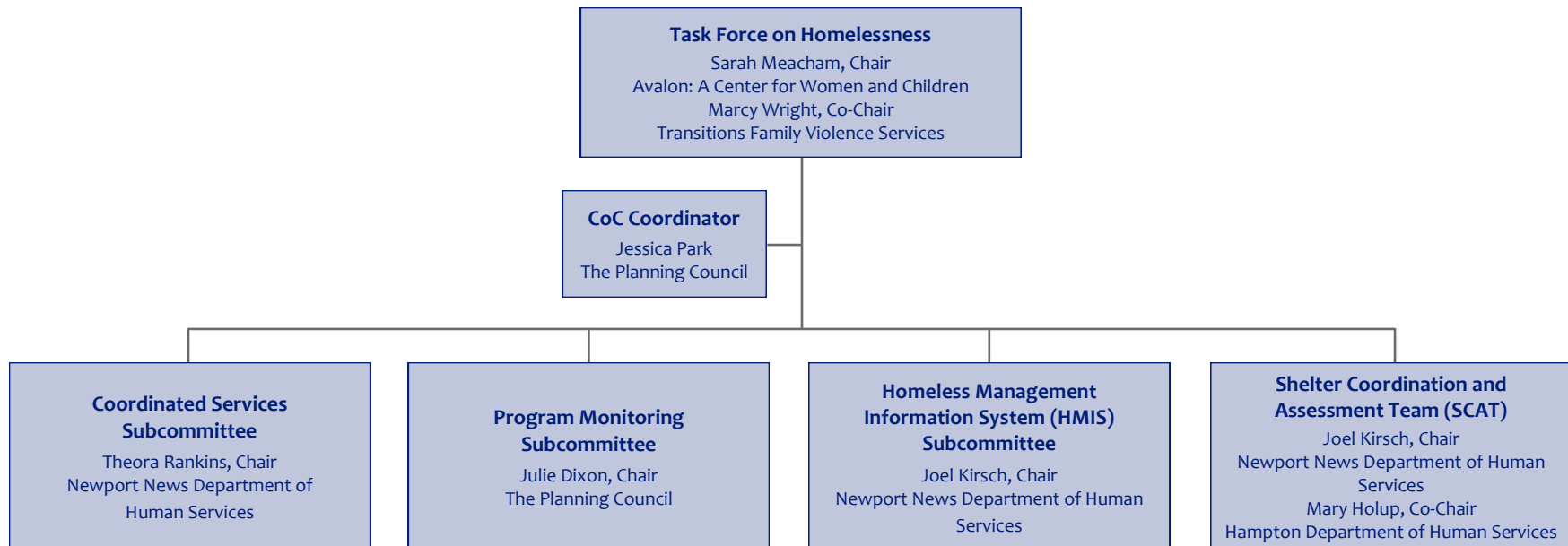
Note: CoC and non-CoC funded beds



Task Force on Homelessness Structure and Participating Agencies

With a mission to work collaboratively to prevent, intervene, and end homelessness on the Greater Virginia Peninsula, the Task Force on Homelessness is a vigorous and collaborative entity that is open

to any and all agencies, programs, and individuals interested in working on all issues related to homelessness.



Task Force on Homelessness Structure and Participating Agencies

2009-2010 Task Force on Homelessness Subcommittees

Coordinated Services Subcommittee works to provide current and consolidated listings of community resources available and is working to build a seamless, comprehensive homeless services system across our region. Achievements for 2009-2010 include:

- Updated list of resources and distributed to agencies and providers
- Created agency information spreadsheet (who, what, when, where of all agencies)
- Created and distributed street information card for the homeless
- Routinely collected and distributed information regarding services on the Peninsula

Program Monitoring Subcommittee plays an integral piece in Continuum of Care (CoC) planning and the annual U.S. Department of Housing and Urban Development CoC application process. The subcommittee has worked to achieve the following in 2009-2010:

- Instituted annual priority setting exercise for all Taskforce members
- Conducted peer review of supplemental applications for each project funded by HUD
- Reviewed and updated elements of the CoC application (Housing Inventory Chart, Strategic Goals, Housing Performance, etc.)
- Reviewed new project proposals and made recommendations for improvement
- Reviewed announced changes in policies (Homeless Emergency Assistance and Rapid Transition to Housing Act) and documentation (Annual Progress Reports and HMIS) to be implemented in 2010
- Monitored occupancy issues within housing programs
- Announced and reviewed available trainings and reports relevant to improving HUD-funded programs
- Initiated the coordination of a Standards of Care peer review swap with Norfolk CoC

Homeless Management Information System (HMIS) Subcommittee has made great strides in data collection since forming in 2009. The regularly scheduled meetings provide the HMIS Administrator the opportunity to address issues, such as data quality, that HMIS users may be encountering. As a response to the growing demand for building and maintaining a comprehensive, quality HMIS, this subcommittee has:

- Increased participation continuum-wide of **agencies entering client-level data into HMIS to 17 agencies, 33 user licenses and 3 Advanced Reporting Tool (ART) licenses**
- Adopted HMIS Policies and Procedures manual for all user agencies within the continuum
- Improved data quality among all user agencies
- Participated for the first time in the Annual Homeless Assessment Report
- Implemented monthly HMIS committee meetings

Shelter Coordination and Assessment Team (SCAT) was formally recognized as a Task Force on Homelessness subcommittee in May 2010. SCAT provides a forum for the coordination of services as clients are presented. This enables providers across the region to serve clients as expeditiously as possible and serves as an outlet for identifying and correcting systems issues. SCAT's unique collaboration builds strong relationships between local government human service agencies, non-profits and faith-based service providers.

Point in Time (PIT) Subcommittee meets semi-annually to coordinate the annual PIT count. Its duties include updating survey forms, forming and scheduling street outreach groups, informing homeless service providers when to conduct their on-site counts, coordinating volunteers, collating data and developing reports to the Task Force on Homelessness, cities, and funding agencies.

Task Force on Homelessness Structure and Participating Agencies

Participating Agencies

ACCESS AIDS Care
All Nations Church
Avalon: A Center for Women and Children
Catholic Charities
Hampton Ecumenical Lodgings and Provisions
Hampton Department of Human Services
Hampton Military Affairs Committee
Hampton Neighborhood Office
Hampton-Newport News Community Services Board
Housing Development Corporation of Hampton Roads
James City County Office of Housing and Community Development
Joyce O'Brien
Lighthouse for Women

LINK of Hampton Roads
Menchville House Ministries
Natasha House
Newport News Department of Human Services
Newport News Development Department
Newport News Redevelopment and Housing Authority
Malachi House
Office of Human Affairs-Newport News
Paul's Online
Peninsula Homeless Intervention and Rehabilitation, Inc.
Peninsula Institute for Community Health
Resurrection Lutheran Church
St. Vincent de Paul
Taylor Family Housing and Empowerment

The Salvation Army-Peninsula
The Salvation Army-Williamsburg
The Planning Council
Transitions Family Violence Services
United Way of Greater Williamsburg
United Way of the Virginia Peninsula
Veterans Affairs Medical Center Hampton-Homeless Outreach
Virginia Employment Commission
Williamsburg Department of Social Services
Williamsburg James City County Community Action Agency
York County Division of Housing and Neighborhood Revitalization
York-Poquoson Department of Social Services

Mayors and Chairs Commission on Homelessness (COH)

The Commission on Homelessness (COH), comprised of members appointed from each of the six jurisdictions within the CoC, collaboratively addresses the issue of homelessness within the region. Since its inception in 2005 the COH, with support from the GVPCCC Task Force on Homelessness and local community stakeholders, worked diligently to develop the Virginia Peninsula Regional Plan to End Homelessness. In July 2009 the plan was successfully adopted by each of the six localities. As the COH moves forward, its primary focus has shifted from development to monitoring the implementation of the 10-Year Plan.

Mayors and Chairs Commission on Homelessness Members

Alan Archer, City of Newport News
Wanda Rogers, City of Hampton
Vaughn Poller, York County
Barbara Watson, James City County
Peter Walentisch, City of Williamsburg
Judy Wiggins, City of Poquoson
Joy Cipriano, Hampton-Newport News Community Services Board





The Planning Council

For more information, please contact:

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The Planning Council

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