

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

THIS AGREEMENT, is made effective this 1st day of December, 2008, 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 Mayors and Chairs from the aforesaid Parties are committed to the goal of developing a Regional Plan to End Homelessness, and pursuant thereto, resolutions were promulgated by the Parties in 2006 in support thereof; and

WHEREAS, the Parties also desire to formalize the establishment of the Virginia Peninsula Mayors and Chairs Commission on Homelessness as the collaborative body to oversee this effort.

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.
- 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 study the feasibility of implementing a 10-year regional plan 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 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.
3. A quorum shall consist of five representatives.
4. Except as otherwise agreed, matters brought before the Commission shall be resolved by a simple majority vote of the votes cast.

- 5. 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 Framework for Building a Successful 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:

1. Provide supervised staff person, office space, office supplies, receptionist, computer, and telephone;
 2. 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 terminate on June 30, 2010, unless otherwise extended by the Parties.

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 each of the Per Capita Fiscal Year 2009 and 2010 Annual Action Plan Budgets 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 2009, the annual contributions identified in subsection 9.A.(2) shall be paid to the fiscal agent by December 31, 2008. For each subsequent fiscal year, the annual contributions shall be paid to the fiscal agent by July 31st.

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

min325