

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 by and among the COUNTY OF YORK, and the COUNTY OF JAMES CITY, and the COUNTY OF GLOUCESTER, and the CITY OF WILLIAMSBURG, each a political subdivision of the Commonwealth of Virginia, sometimes hereinafter referred to as the "participating localities". This agreement replaces and supersedes in its entirety the original agreement dated December 5, 1985, creating the Colonial Group Home Commission with an effective date of July 1, 2017.

WHEREAS, a need exists to continue the Colonial Group Home Commission pursuant to Section 16.1-315, et. seq., of the Code of Virginia (1950), as amended, to assist in the administration of programs and facilities of courts not of record located within the jurisdictions and to make provisions for the operation, control, and management of the same; and

WHEREAS, such joint exercise of powers by these political subdivisions seems the most desirable plan for furnishing these services to the counties and city; and

WHEREAS, the parties hereto have acquired an improved tract of land and constructed a building for the purpose of providing these services; and

Now, THEREFORE, it is mutually agreed as follows:

1. There is hereby continued the Colonial Group Home Commission previously created by an agreement dated December 5, 1985, which shall have as its purpose the establishment and operation of a joint or regional juvenile detention home, group home or other residential care facility or facilities. Said Commission shall consist of nine members, one of whom shall be a staff member of the Ninth District Court Services Unit serving as a liaison, and the other eight

of whom shall consist of two members of each of the participating localities appointed by the governing body in the manner provided in Title 16.1, Article 13 (section 16.1-315 et. seq.) of the Virginia Code. One of the two members of the Commission appointed by each governing body shall be a staff representative of the appointing governing body and the other shall be a citizen representative.

2. The parties agree each with the other to participate as hereinafter provided in accomplishing the purposes for which the Commission is created, as set forth above, including without limitation operation of the Crossroads Program, the Community Court Alternatives Program, and similar programs which shall be in the future designed and implemented for the best interest of the parties hereto. All real property acquired shall be held by the parties as tenants in common with respective undivided interests at any given time equal to the percentage of their respective cumulative contributions toward such acquisition.
3. The Commission will prepare a budget for each fiscal year ending June 30. The Commission will submit a proposed budget for the next fiscal year to each participating locality no later than January 1 to meet their budget submission deadlines. Upon approval of such budget by all of the participating localities' governing bodies, each of them shall appropriate and contribute the approved share of the total budget.

The funding formula for contributions from each member shall, for the initial term of this agreement, be a hybrid formula of 75% General Population / 12.5% Juvenile Population / 12.5% Utilization.

The basis of the funding formula will change over the first four renewal terms of the agreement. The chart below provides the transition schedule:

	FY2018	FY2019	FY2020	FY2021	FY2022
General Population	75%	50%	25%		
Youth Population	12.5%	25%	37.5%	50%	
Utilization (5yr average)	12.5%	25%	37.5%	50%	100%

Revisions and/or extensions of the above transition schedule may be affected, pursuant to unanimous agreement of the Commission.

Population figures are determined by using the most current figures available from the Weldon Cooper Center for Public Service at the University of Virginia. The youth population figures will be the combinations of age ranges 10 to 14 and 15 to 19, also obtained from the Weldon Cooper Center. Utilization will be based on all services provided by the Colonial Group Home Commission and not limited to the Crossroads Community Youth Home.

Such costs and expenses may be subject to adjustment should the governing bodies of the participating localities fail to approve and provide funding sufficient to meet such costs and expenses. If one or more of the participating localities fails to approve the budget and appropriate the funds as hereinabove provided on or before June 30 of any fiscal year, then the administrative and fiscal agent of the Commission shall notify all participating localities of such failure on or before the 10th day of July of the next succeeding fiscal year.

4. The County of York, for a fee of one percent (1%) of gross appropriations, consents to serve as administrative and fiscal agent for the Colonial Group Home Commission should the Commission so request.
5. The agreement shall be in full force and effect for a period of one year, at which time it shall automatically renew for consecutive one-year terms unless and until terminated as hereinafter provided by any member jurisdiction.

6. The governing body of any participating locality may terminate this agreement by giving written notice of intent to terminate to each member jurisdiction no later than the 15th of February prior to the end of the one-year term then in effect. Any member which gives notice to terminate shall continue its participation to the end of the term then in effect and shall remain fully liable for payment of its contribution as required under Paragraph 3 above.
7. Within one year from the first day of August which follows any notice of termination, all assets shall be divided and paid over to the respective parties so entitled in the same proportion as cumulatively contributed after first making appropriate adjustment for any underpayment of contribution due from any member.
8. The Commission shall have the powers and duties provided by law.

IN WITNESS WHEREOF, the COUNTY OF YORK has caused this agreement to be signed in its behalf by NEIL A. MORGAN, COUNTY ADMINISTRATOR, and its corporate seal to be hereto affixed and attested by its Chief Deputy Clerk, pursuant to Resolution adopted by the Board of Supervisors on the ____ day of _____, 2018; and the COUNTY OF JAMES CITY has caused this agreement to be signed in its behalf by SCOTT STEVENS, COUNTY ADMINISTRATOR, and its corporate seal to be hereto affixed and attend by its Deputy Clerk, pursuant to Resolution adopted by the Board of Supervisors on the ____ day of _____, 2018; and the COUNTY OF GLOUCESTER has caused this agreement to be signed in its behalf by J. BRENT FEDORS, COUNTY ADMINISTRATOR, and its corporate seal to be hereto affixed and attested by its Deputy Clerk, pursuant to Resolution adopted by the Board of Supervisors on the ____ day of _____, 2018; and the CITY OF WILLIAMSBURG has caused this agreement to be signed in its behalf by ANDREW TRIVETTE, INTERIM CITY MANAGER, and its corporate seal to be hereto affixed and attested by its Deputy Clerk, pursuant to Resolution adopted by the Board of Supervisors on the ____ day of _____, 2018.

COUNTY OF YORK

By: _____
County Administrator

ATTEST:

Chief Deputy Clerk

Approved as to form:

County Attorney

COUNTY OF JAMES CITY

By: _____
County Administrator

ATTEST:

Deputy Clerk

Approved as to form:

County Attorney

COUNTY OF GLOUCESTER

By: _____
County Administrator

ATTEST:

Clerk

Approved as to form:

County Attorney

CITY OF WILLIAMSBURG

By: _____
City Manager

ATTEST:

Clerk

Approved as to form:

City Attorney