

## **AGENDA NOTE – HRPDC QUARTERLY COMMISSION MEETING**

### **ITEM #8: HAMPTON ROADS H2O – HELP TO OTHERS – PROGRAM MEMORANDUM OF AGREEMENT**

#### **SUBJECT:**

Approve Memorandum of Agreement governing the operations of the Hampton Roads H2O Program.

#### **BACKGROUND:**

The H2O Program was established by the HRPDC and the participating jurisdictions in 1999. It was incorporated as a 501(c)(3) nonprofit corporation under Virginia law in 2007. Appropriate paperwork has been filed with the Internal Revenue Service requesting tax deductible status. The Board of Directors of the Hampton Roads H2O Program consists of the Director of Utilities of the participating localities and the General Manager of the Hampton Roads Sanitation District. The HRPDC staff provides staff support for the Program.

The purpose of the Hampton Roads H2O – Help to Others – Program is to solicit community contributions, which are used to provide one time per year financial aid to families or individuals in danger of losing residential water service due to a non-payment of a water or related utilities bill due to a family crisis.

The Memorandum of Agreement (MOA) is an agreement between the Hampton Roads H2O Program Board of Directors, Hampton Roads Sanitation District and Hampton Roads Planning District Commission. It formalizes the relationship among and the responsibilities of the three entities for program operation and management.

HRPDC Principal Water Resources Planner Whitney Katchmark will brief the Commission on the H2O Program and the MOA.

#### **RECOMMENDATION:**

Authorize the Executive Director to execute the Hampton Roads H2O – Help to Others – Program Memorandum of Agreement.

#### **STAFF COMMENTARY:**

The Hampton Roads H2O Program Board of Directors met on July 7, 2010, approved the Memorandum of Agreement and authorized the Board Chairman to execute the MOA on its behalf.

**MEMORANDUM OF AGREEMENT  
ESTABLISHING THE  
HAMPTON ROADS H2O - HELP TO OTHERS - PROGRAM**

This Memorandum of Agreement (“Agreement”), entered into this \_\_\_\_ day of \_\_\_\_ 2010, among and between HRPDC, Hampton Roads H2O – Help to Others - Board of Directors, and HRSD (collectively, the “parties”) establishes and maintains the Hampton Roads H2O - Help to Others - Program.

**WHEREAS**, Section 15.2-4200 of the Code of Virginia enables local governments to establish Planning District Commissions; and

**WHEREAS**, localities in the Hampton Roads region have requested the Hampton Roads Planning District Commission to administer and coordinate a regional program to provide financial aid to families or individuals in danger of losing residential water service; and

**WHEREAS**, the Hampton Roads H2O – Help to Others – Program has been established to administer and coordinate a regional program to provide financial aid to families or individuals in danger of losing residential water service; and

**WHEREAS**, the Articles of Incorporation have been approved by the Hampton Roads Planning District Commission (HRPDC), Hampton Roads Directors of Utilities Committee (HRDUC), Hampton Roads Sanitation District (HRSD), fifteen participating localities, and the Virginia State Corporation Commission; and

**WHEREAS**, the Bylaws of the Hampton Roads H2O – Help to Others - Program have been approved by the HRPDC, HRDUC, and fifteen participating localities; and

**WHEREAS**, the incorporation of the Hampton Roads H2O – Help to Others - Program established a Board of Directors to manage the affairs of the corporation, designated HRPDC as the coordinating agency, and HRSD as the fiscal agent; and

**WHEREAS**, the incorporation of the Hampton Roads H2O – Help to Others – Program established administrative procedures by which to carry out the Program; and

**WHEREAS**, the parties desire to memorialize their understanding and delineate their respective responsibilities with regard to the Hampton Roads H2O Help to Others Program in accordance with this Agreement.

**NOW THEREFORE**, the signatory parties enter into the following Agreement.

**BASIC PREMISES**

The purpose of the Hampton Roads H2O – Help to Others - Program is to solicit community contributions, which are used to provide one time per year financial aid to families or

individuals in danger of losing residential water service due to a non-payment of a water or related utilities bill due to a family crisis.

## **H2O – HELP TO OTHERS – BOARD OF DIRECTORS RESPONSIBILITIES**

Under the terms of this Agreement, the H2O – Help to Others - Board of Directors is responsible for the following:

- Program management in accordance with the Articles of Incorporation, Bylaws and administrative procedures
- Evaluate program operation and effectiveness
- Modify program operations and administration when necessary
- Approve annual program administrative budget
- Approve addition of new localities to the program
- If not otherwise specified by resolution, meet on the first Wednesday in November of each year

## **HRPDC RESPONSIBILITIES**

Under the terms of this Agreement, HRPDC is responsible for the following:

- Provide administrative staff support to the Hampton Roads H2O – Help to Others – Board of Directors
- Act as coordinating agency
- Design and write public information materials
- Print media material and donation collection envelopes
- Maintain H2O – Help to Others – Program website, including development of content
- Respond to questions and inquires from the H2O – Help to Others - Program website

## **HRSD RESPONSIBILITIES**

Under the terms of this Agreement, HRSD is responsible for the following:

- Serve as central accounting and collection agency for donations to the H2O – Help to Others - Program
- Distribute funds from regional pool to the water or related utility to pay the individual's/family's bill
- Provide tax exempt receipt for donations over \$250
- Provide bi-annual reporting of available funds for each utility
- Maintain database of distributed vouchers

## **METHOD OF FINANCING**

Administrative costs are paid for by the water utilities, HRSD and HRPDC.

The Hampton Roads Directors of Utilities Committee approves media budget and staff time as part of the annual water program.

Participating municipal water utilities and HRSD must coordinate fundraising efforts to coincide with each other.

The amount of available financial aid for families or individuals in danger of losing residential water service is based on donation funding.

### **AVAILABILITY OF FUNDS**

Performance by the HRPDC of its responsibilities under this Agreement is subject to the availability of funding from the signatory local governments. Failure of the local governments to provide the necessary funding to support these activities will constitute a Notice to Modify or Terminate the Agreement. Donations will not be used for administrative staff support.

### **MODIFICATION**

All proposed modifications of this Memorandum of Agreement must be submitted in writing, recommended for approval by the H2O – Help to Others – Board of Directors, reviewed by the Hampton Roads Directors of Utilities Committee, and recommended for approval of the Directors of Utilities Committee to HRPDC, and accepted by all signatories. This Agreement shall not be modified without the prior written consent of the parties, and such consent shall be evidenced by a written instrument signed by the parties' authorized representatives.

### **DURATION AND TERMINATION**

This Agreement will have a term of five years. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual appropriations.

### **OWNERSHIP OF PROPERTY**

It is not the intent of the signatories that the Memorandum of Agreement will result in the purchase, ownership, leasing, holding, or conveying of any real property.

### **INDEMNITY**

It is the intent of the signatories that no signatory will be held liable for any damage or associated penalties caused by or associated with the failure of any other signatory to discharge its duties or to exercise due diligence in discharging its duties under this Agreement, and that no signatory, by entering this Agreement, waives any defenses or immunities available to it at law, including, but not limited to, those set forth in Section 15.2-970 of the Code of Virginia.

## **List of Signatories**

Signature pages will be signed in counterparts.

HAMPTON ROADS PLANNING DISTRICT COMMISSION

HAMPTON ROADS SANITATION DISTRICT

H2O – HELP TO OTHERS – BOARD OF DIRECTORS