

MEMORANDUM OF UNDERSTANDING

BETWEEN

Fort Monroe Federal Area Development Authority

AND

City of Hampton

This MEMORANDUM OF UNDERSTANDING (MOU) is between Fort Monroe Federal Area Development Authority (FMFADA) and City of Hampton (Hampton).

A. BACKGROUND:

Located along the Chesapeake Bay and Hampton Roads within the city limits of Hampton, Fort Monroe is an approximately 570 acre Army installation that will close in September 2011 pursuant to the 2005 Defense Base Closure and Realignment Commission Report. When the installation closes, the land, building, and infrastructure assets will transfer to the Commonwealth of Virginia and management of these assets along with redevelopment of Fort Monroe will become the responsibility of the FMFADA, a political subdivision of the Commonwealth of Virginia. The August 2008 "Reuse Plan" approved by Governor Kaine and FMFADA creates a plan for Fort Monroe.

Upon installation closure, the reuse and redevelopment of Fort Monroe will require the availability of municipal services at Fort Monroe. These services generally consist of services typically provided by a municipality to its citizens such as public safety, public works, and public utilities. The FMFADA is looking at Hampton as one of the logical sources for providing certain municipal services to the FMFADA subsequent to closure of the installation. In return for providing and maintaining these municipal services Hampton expects to receive tax and fee revenues from Fort Monroe owners, users,

customers and tenants. The FMFADA and Hampton will jointly explore how some of the municipal services required at Fort Monroe may be funded in part by or provided in consideration for taxes and revenues that may be imposed by Hampton under applicable law, and how some services may be provided by Hampton in consideration for fees negotiated by the parties pursuant to service agreements. Discussions between FMFADA and Hampton regarding the feasibility of Hampton providing municipal services commenced in September 2008 and have been ongoing. Specifically, the municipal services the FMFADA is considering asking Hampton to provide consist of the following:

1. Public Safety Services - Police, Fire, and Rescue
2. Solid Waste Collection Service
3. Wastewater Collection System Operation and Maintenance
4. Stormwater Collection System Operation and Maintenance
5. Streets and Bridges Operation and Maintenance
6. Flood Protection Infrastructure Operation and Maintenance

Ownership of the infrastructure assets will remain with the Commonwealth of Virginia and any infrastructure improvements conditional to Hampton's agreement to provide certain municipal services shall not be the responsibility of Hampton. As a condition of considering the provision of the aforementioned municipal services, Hampton has requested that detailed information regarding the age, condition, capacity, and conformance to standards of the infrastructure systems be provided to allow Hampton to further assess the feasibility of providing these services.

B. PURPOSE:

The purpose of this MOU is for FMFADA and Hampton to agree on the scope of services the FMFADA may request of Hampton as well as to agree on the Scope (C below) and Schedule (D

below) necessary to more accurately determine the age, condition, capacity, and conformance to standards of the infrastructure systems consisting of the existing wastewater collection system, stormwater collection system, street system, and bridges providing access to the inner fort. Hampton reserves the right to request additional infrastructure assessments based on the findings of work to be done under the attached Scope of Work, so that Hampton has sufficient data to make informed decisions on the current condition of the Fort Monroe infrastructure.

C. SCOPE OF WORK:

- The FMFADA will complete detailed infrastructure condition assessment studies as provided on Exhibit A to more accurately determine the age, condition, capacity, and conformance to standards of the infrastructure systems at Fort Monroe.
- Exhibit B is a Request for Proposals (RFP) for closed captioned television (CCTV) video **inspection services, bypass pumping, and flow monitoring services for the wastewater collection system and the dig-up program services for the water and wastewater systems** dated June 23, 2009.
- Together Exhibit A and Exhibit B shall constitute the Scope of Work hereunder.

D. SCHEDULE:

The Scope of Work will commence August 1, 2009 and will be completed on or before June 30, 2010.

E. COSTS:

Costs for the Scope of Work will be the responsibility of the FMFADA. Hampton has no obligation for the costs associated with the Scope of Work.

F. ADDITIONAL REQUIREMENTS OF FMFADA :

- a. Provide periodic updates to Hampton staff throughout the completion of the Scope of Work.
- b. Share information with Hampton staff, such as plans, maps, and reports, collected during the completion of the Scope of Work.
- c. Inform Hampton of the schedule for the CCTY, bypass pumping, flow monitoring, and dig-up program work and allow Hampton to be present during the completion of this work.
- d. Advise Hampton of the proposed methodology for development of capital costs that will be used in the development of the capital improvement program and solicit input from Hampton regarding this methodology.
- e. Brief Hampton staff regarding the findings and recommendations upon completion of the Scope of Work.

G. ADDITIONAL REQUIREMENTS OF HAMPTON :

- a. Agree that the Scope of Work and associated schedule will provide information that the Hampton staff believes will be useful in continuing to review the feasibility of Hampton providing municipal services at Fort Monroe. However, Hampton reserves the right to request additional infrastructure assessments based on the findings of work to be done under the attached Scope of Services, so that Hampton has sufficient data to make informed decisions on the current condition of the Fort Monroe infrastructure.
- b. **Agree to continue discussions regarding providing municipal services subsequent to the completion of the Scope of Work.**

1. EFFECTIVE DATE:

This MOU shall be effective as of the last written date below.

I. TERMINATION:

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of commencement. Otherwise this MOU will terminate on June 30, 2010.


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

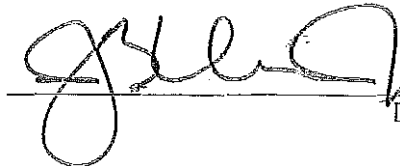
Fort Monroe Federal Area Development Authority

City of Hampton

William A. Armbruster, Executive Director

Jim Oliver, City Manager


7/23/09
DATE


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DATE