

ATTACHMENT A

**PARTNER
DOCUMENTATION**

COMMONWEALTH OF VIRGINIA

AttAPartnerDocumentation.pdf





NORFOLK

Office of the City Manager

March 20, 2015

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe,

This letter is to confirm the mutual intent of both the City of Norfolk and the Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR.

Founded in 1682, the City of Norfolk, Virginia's second-largest city, is the core of the Hampton Roads Region. Norfolk is a global strategic military and transportation hub. The city is home to largest naval base in the world, Naval Station Norfolk, and to the Port of Virginia, the third largest port on the East coast. Norfolk Southern Railway, a Fortune 500 company and one of North America's principal Class I railroads, and Maersk Line Limited, which manages the world's largest fleet of U.S.-flag vessels, are both headquartered in Norfolk. These assets position Norfolk as a global leader in security and trade.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development, focuses on reinventing the region by creating economic vitality through the region's connection to the water. Norfolk would serve as a sub-recipient of the grant. We look forward to the opportunity of playing a central role in creating a model seaport region capable of thriving with water for the next century.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink, appearing to read "Marcus D. Jones".

Marcus D. Jones
City Manager

Appendix D
PARTNERHSIP AGREEMENT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
THE CITY OF NORFOLK, VIRGINIA

FOR
Community Development Block Grant - National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 20th day of October, 2015 by and between the Commonwealth of Virginia (“Applicant”) and the City of Norfolk, Virginia (“Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

The City of Norfolk will implement/oversee implementation of two projects that include a series of stormwater management and coastal flood protection infrastructure activities in the Ohio Creek Watershed and the Newton's Creek Watershed. Specific projects elements are summarized below:

Activity #1:

Ohio Creek Watershed – Chesterfield Heights and Grandy Village

- Flood walls and living shoreline
- Road raise
- Stormwater management
- Landscape elements

Activity #2:

Newton's Creek Watershed – South Brambleton, Harbor Park & St. Paul's Area

- Flood walls and living shoreline
- Road raise and retrofits
- Stormwater management
- Landscape elements
- Gray infrastructure

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: September 28, 2022 (waivers submitted with Applicant's proposal)

C. Staffing

Any changes in the Key Positions assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

Activity #1

Ohio Creek Watershed – Chesterfield Heights and Grandy Village

Flood Walls and Living Shoreline	\$5,918,000
Road Raise	\$29,310,000
Stormwater Management	\$22,020,000
Landscape Elements	\$5,009,000
Misc. Project Requirements	\$6,777,500

Ohio Creek Watershed Cost of Work Subtotal	\$69,035,000
30% Construction Risk Allowance	\$20,711,000
25% Design and Support Cost	\$22,437,000
Ohio Creek Watershed Cost of Work Total	\$112,183,000

Activity #2

Newton's Creek Watershed - South Brambleton, Harbor Park & St. Paul's Area

Flood Walls and Living Shore Line	\$41,365,000
<i>South Brambleton</i>	\$3,520,000
<i>Harbor Park</i>	\$36,950,000
<i>St. Paul's Area</i>	\$895,000

Road Raise and Retrofit	\$5,057,300
<i>South Brambleton</i>	\$3,890,000
<i>Harbor Park</i>	\$850,000
<i>St. Paul's Area</i>	\$317,300

Stormwater Management	\$27,722,000
<i>South Brambleton</i>	\$19,162,000
<i>Harbor Park</i>	\$500,000
<i>St. Paul's Area</i>	\$8,060,000

Landscape Elements	\$13,206,313
<i>South Brambleton</i>	\$375,109
<i>Harbor Park</i>	\$5,777,460
<i>St. Paul's Area</i>	\$7,055,744

Gray Infrastructure	\$24,800,000
<i>South Brambleton</i>	\$0
<i>Harbor Park</i>	\$0
<i>St. Paul's Area</i>	\$15,700,000

Misc. Project Requirements	\$11,422,500
<i>South Brambleton</i>	\$3,270,000
<i>Harbor Park</i>	\$1,052,500
<i>St. Paul's Area</i>	\$7,100,000

Newton's Creek Watershed Subtotal	\$114,473,113
30% Construction Risk Allowance	\$34,342,000
25% Design and Support Costs	\$37,200,000
Newton's Creek Watershed Total	\$186,020,000

Overall

Total Cost of Work
O&M Annual Cost

\$289,200,000
\$1,398,000

IV. SPECIAL CONDITIONS

N/A

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**Virginia Department of Housing
and Community Development**

City of Norfolk, Virginia

By:



William C. Shelton
Director

By:



Marcus D. Jones
City Manager

10-26-15

Date

10/19/15

Date

Office of the City Manager
306 Cedar Road
Chesapeake, Virginia 23322
Office: (757) 382-6166
Fax (757) 382-6507
TDD: (757) 382-8214

September 29, 2015

The Honorable Terry R. McAuliffe
Governor
Commonwealth of Virginia
1111 East Broad Street
Richmond, VA 23219

RE: Letter of Intent to Participate: Community Development Block Grant –
National Disaster Resilience (CDBG-NDR) Grant Competition

Dear Governor McAuliffe:

This letter is to confirm the mutual intent of both the Commonwealth of Virginia (applicant) and the City of Chesapeake, Virginia (partner) to collaborate and enter into a partner agreement contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant – National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

The City of Chesapeake is a political subdivision of the Commonwealth of Virginia, chartered and incorporated as a municipal corporation by the Virginia General Assembly at Chapter 211 of the Acts of Assembly of 1962. Functioning as an independent City with a population of approximately 231,000, Chesapeake possesses uniform and specific charter powers, including protection of public health, safety and welfare; taxation; police; eminent domain; and construction and operation of toll roads and bridges.

While large in land area (over 350 square miles), the City is bisected by both the Southern and Western Branches of the Elizabeth River, both tributaries of the magnificent Chesapeake Bay – the common waterway connecting all of Hampton Roads. Two inland routes of the Atlantic Intracoastal Waterway also cross the City, carrying commerce and recreational vessels from Maine to Florida. So many miles of waterways are both a burden and a blessing—historically heavy industrial development and military installations were be attracted to Chesapeake's deep water access and intermodal connections. Similarly, housing was built in these areas close to job centers, prior to modern building codes and zoning regulations. These waterways contribute dramatically to resiliency challenges due to costly infrastructure and conflicts between various land uses.

In terms of its ability, Chesapeake maintains and operates the majority of its roads and bridges. In partnership with the Federal Highway Administration and the Virginia Department of Transportation (VDOT), the City is currently managing the construction of Dominion Boulevard/Veterans Bridge – the largest locally administered project in VDOT's history.

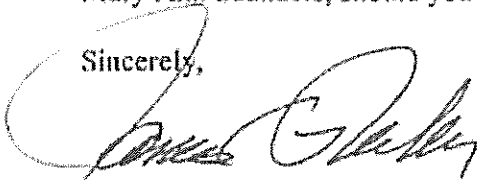
The Honorable Terry R. McAuliffe
September 29, 2015
Page Two

The City has undertaken several other types of large scale construction projects (over \$50 million), including complex water treatment/distribution systems and public safety facilities. If the grant is awarded, and subject to City Council's approval, the City proposes to oversee the projects, including contracting with other entities as needed. Most of the projects will be managed by the Department of Public Works under my direction as City Manager.

It is understood that this letter is only an expression of our intent, and a binding partner agreement and accompanying Chesapeake City Council resolution detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Thank you for this opportunity and we look forward to continuing the long legacy of partnership with the Commonwealth of Virginia. Please do not hesitate to contact me or my Assistant, Mary Ann Saunders, should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "James E. Baker". The signature is written in a cursive style with a large, looping initial "J".

James E. Baker
City Manager

JEB:sc

c: Edmund E. Elliott, Fire Chief
Eric J. Martin, Director of Public Works

**Appendix D
PARTNERSHIP AGREEMENT
BETWEEN COMMONWEALTH OF VIRGINIA
AND
CITY OF CHESAPEAKE
FOR**

**Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)**

THIS AGREEMENT, entered this 26th day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and City of Chesapeake (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

For those projects listed below in the following subheading entitled "Program/Project Delivery," and for which Partner receives award of a CDBR-NDR grant, Partner will partner with the Applicant to promote the goals of the thRIVE model of resiliency.

Program/Project Delivery

All of the following projects proposed by Partner for CDBR-NDR grant funding are located in the target area identified as most impacted and distressed in the City of Chesapeake as a result of a qualifying disaster, Hurricane Irene (2011), within a "sub-county" area within a "county" (It is noted that Chesapeake is an independent city of the Commonwealth of Virginia, but the "county" terminology reflects terminology of the CDBG-NDR NOFA application applicable to local governments.), including census tracts 214.03, 200.02, 200.03, 201, 202, 203, 204, 205, 206, 207, 209.03, 209.04.

Activity #1

Voluntary buyout projects for two of the City's most flood prone neighborhoods, Crest Harbor (Mains Creek) and Fernwood Farms, which are located in repetitive flood loss areas, to be complemented by two living shoreline projects for these two neighborhoods (one living shoreline in each neighborhood), and additionally, a micro-mitigation project for those residents of each of these two neighborhoods who choose not to participate in the voluntary buyout program. Services are acquisition of properties and demolition of structures to be voluntarily sold to the City. This proposed project would produce green space and living shoreline as well as other associated public benefits. Relocation of residents would be accomplished by coordination of the Chesapeake Redevelopment and Housing Authority and the City's Department of Public Works, with support for other aspects of the project from internal staff or contractors.

Activity #2

The Bainbridge Blvd. corridor projects include the following: elevating sections of the Bainbridge Blvd. corridor, a road that pre-dates modern construction codes and regularly undergoes tidal flooding; the Freeman Ave. overpass project at the intersection of Freeman Ave. and Bainbridge Blvd.; the voluntary buyout project for the South Hill community; and, two living shoreline projects and two bio-filtration systems. The product for the elevation of sections of Bainbridge Blvd. would be improved access, as well as other associated public benefits, and such activity would be performed by the City's Department of Public Works and/or its contractors. The product for the Freeman Ave. overpass project would be elimination of an at-grade railroad crossing, as well as other associated public benefits, and the activity would be performed by the City's Department of Public Works and/or its contractors. The product for the South Hill voluntary buyout program would be enhanced public safety, as well as other associated public benefits, and the activity would be performed by coordination of the Chesapeake Redevelopment and Housing Authority and the City's Department of Public Works with respect to relocation, and all other parts of the project, would be performed by the City's Department of Public Works and/or its contractors. The product for the two living shoreline projects and the two bio-filtration systems would be two living shorelines and two bio-filtration systems, as well as other associated public benefits, and the activity would be performed by the City's Department of Public Works and/or its contractors.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

For each of the proposed projects for which Partner receives award of a CDBG-NDR grant, Partner shall complete such projects in accordance with the requirements herein. Proposed project schedules are attached hereto and incorporated by reference.

C. Staffing

Key personnel assigned to manage CDBG-NDR funded projects may include:

City Manager:	James E. Baker, City Manager (or designee)
Other Boards & Commissions:	Chesapeake Redevelopment and Housing Authority, Brenda Willis, Executive Director (or designee)
Fire Department:	Edmund E. Elliott, Fire Chief and Emergency Management Coordinator (or designee) Martha Burns, Senior Planner, Office of Emergency Management (or designee)
Public Works Department:	Eric J. Martin, Director of Public Works (or designee) Sam Sawan, Assistant City Engineer (or designee)

III. BUDGET

The budget proposed herein shall be adjusted should HUD award less than the amounts requested in the application for each or any proposed project. Proposed project budgets are attached hereto and incorporated by reference.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

In accordance with 2 CFR 200.339, or any other applicable authority, the Partner may suspend or terminate this Agreement for cause or convenience.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this Agreement, or, any proposed amendments to this Agreement as agreed by Partner and Applicant and approved by HUD. Any amendment to this Agreement must receive prior approval by HUD.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Date 10-26-15

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Applicant (Virginia Department of Housing and
Community Development)

Partner (City of Chesapeake)

By William C. Shelton
William C. Shelton, Director

By James E. Baker
James E. Baker, City Manager

Attest Beverly S. Pender, Acting
CITY CLERK

Countersigned By Nancy Tracy
DIRECTOR OF FINANCE

Fed. I. D. # 54-0721442

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
ASSISTANT CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

[Signature]
PROCUREMENT ADMINISTRATOR

Index of Attachments

Proposed Project Schedules:

Activity #1-A and #2-C: Crest Harbor, Fernwood Farms, and South Hill Neighborhoods Buyout Program

Activity #1-B and #2-D: Living Shorelines and BMP Projects (four living shoreline projects; two bio-filtration projects)

Activity #1-C: Micro-mitigation Projects for Crest Harbor and Fernwood Farms Neighborhoods

Activity #2-A: Bainbridge Blvd. Corridor Project

Activity #2-B: Freeman Ave. Overpass Project

Proposed Project Budgets:

Activity #1-A-1: Crest Harbor Neighborhood Buyouts & Demolition

Activity #1-A 2: Fernwood Farms Neighborhood Buyouts & Demolition

Activity #1-B and #2-D-1: Living Shorelines (four living shoreline projects)

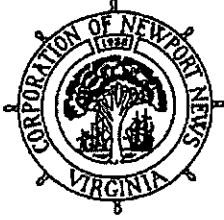
Activity #1-C: Micro-mitigation Projects for Crest Harbor and Fernwood Farms Neighborhoods

Activity #2-A: Bainbridge Blvd. Corridor Project

Activity #2-B: Freeman Ave. Overpass Project

Activity #2-C: South Hill Neighborhood Buyouts & Demolition

Activity #2-D-2: Stormwater Bio-Filtration BMPs (two bio-filtration projects)



City of Newport News

Virginia 23607

2400 Washington Avenue

(757) 926-8411

Fax (757) 926-3503

Office Of The City Manager

October 16, 2015

Commonwealth of Virginia
1111 East Broad Street, 4th Floor
Richmond, Virginia 23219

Re: Intent to Participate

Dear Sir/Madam:

This letter is to confirm the intent of the City of Newport News to collaborate and enter into a partner agreement with the Commonwealth of Virginia Department of Housing and Community Development, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia CDBG-NDR application.

The City of Newport News utilizes a City Manager and City Council form of Government. Council is the top decision making body and delegates to the City Manager, who is considered the Chief Operating Officer for the city. For specific projects, divisions or persons within each department are utilized for their specific expertise that is needed for a project and receive direction from the City Manager. The Engineering Department representatives will manage the daily operations for each proposed project if awarded. These Engineers have over 37 years of combined experience.

The Staff of the City of Newport News will manage the approved projects and their role will be as a sub-recipient of the grant to work to complete the work in the prescribed timeframe.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

James M. Bourey
City Manager
City of Newport News, Virginia

JMB/rba

Appendix D
PARTNERHSIP AGREEMENT
Commonwealth of Virginia
AND
City of Newport News
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 27th day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and the City of Newport News (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity	Southeast Neighborhood Improvements-Salters Creek Watershed Project which includes: Chesapeake Avenue Seawall Repair, Hampton Avenue Channel
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Improvements, 16th Street/Chesapeake Avenue Tide Gate & Pump Station and Salters Creek Stream Restoration.

Project impacts the Low to Moderate income citizens at the southern tip of the City through the development of a seawall, as well as bringing leverage via several projects to include: a Community Center/Neighborhood Policing Station and the Jim’s Local Market Grocery. These projects will reduce risk, as well as improve the quality of life and provide jobs for the LMI residents. This project will incorporate improved drainage, flood gates and pumping station capability to reduce the level of flooding from natural weather events.

These Projects will consider and incorporate, as funding allows, for improved drainage for these neighborhoods that constantly flood, including bike paths and walking trails to improve mobility and healthy lifestyles. Powerlines will be placed underground in these areas to reduce the time that power is out during storms. Additionally, Jim’s Local Market Grocery store will allow the residents in this area of the city to sustain themselves for an extended period of time during emergency conditions.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Southeast Neighborhood Improvements-Salters Creek Watershed Project which includes:	
Hampton Avenue Channel Improvements	9/2014 – 6/2017
Salters Creek Stream Restoration	2/2016 – 12/2018
16th Street/Chesapeake Avenue Tide Gate & Pump Station	6/2017 – 9/2019
Chesapeake Avenue Seawall Repair	6/2017 – 12/2022

The approved projects will be managed as outlined in the formal agreement once the grant has been awarded. The projects will be managed by the Engineering staff who work with the City of Newport News. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

Southeast Neighborhood Improvements-Salters Creek Watershed Project which includes:	
Hampton Avenue Channel Improvements	\$ 760,000
Salters Creek Stream Restoration	\$ 1,518,800
16th Street/Chesapeake Avenue Tide Gate & Pump Station	\$12,000,000
Chesapeake Avenue Seawall Repair	\$ 6,000,000
Project Administration	<u>\$ 391,200</u>
Total	\$20,670,000

It is understood that the original proposed budget may be adjusted should HUD award less than the amount requested in the application.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

N/A

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

City of Newport News, Virginia

By:



William C. Shelton
Director

10/27/15

Date

By:

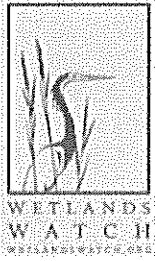


James M. Bourey
City Manager

10/26/15

Date

March 2, 2015



The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe:

This letter is to confirm the mutual intent of both the Wetlands Watch and Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR

Wetlands Watch is a Norfolk-based, statewide environmental non-profit organization working on the conservation and protection of Virginia's wetlands. Since 2007, we have been working with local governments to implement adaptation measures to sea level rise that would insure the continued health of our tidal wetlands.

The work proposed in Virginia's CDBG-NDR application, focuses on reinventing the region by creating economic vitality through the region's connection to the water. This strategy aligns with Wetlands Watch's focus on developing innovative ways, using public policy mechanisms and physical infrastructure, to protect and restore wetlands that buffer coastal lands against sea level rise and enhance water quality to ensure ecosystem diversity.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in cursive script, appearing to read "William A. Stiles, Jr.", written in dark ink.

William A. Stiles, Jr.
Executive Director

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Wetlands Watch
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the Commonwealth of Virginia (herein called the “Applicant”) and the Wetlands Watch (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

- Provide advisory services in support of the Ohio Creek and Newton Creek Watershed living shoreline projects.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: September 28, 2022 (As detailed in application waivers submitted)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

Ohio Creek Design Services
Newton Creek Design Services

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

Wetlands Watch

By:

By:



William C. Shelton
Director

Skip Stiles, Executive Director

10-27-15

October 19, 2015

Date

Date



Executive Office

Shurl R. Montgomery, *Chief Executive Officer*

Commissioners

Barbara Hamm Lee, *Chair*

Don Musacchio, *Vice Chair*

Alphonso Albert

Rose M. Arrington

Michael B. Burnette

Richard W. Gresham

Robert J. Soble

March 23, 2015

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Community Development Block Grant
National Disaster Resilience Competition
Intent to Participate

Dear Governor McAuliffe:

This letter is to confirm the intent of the Norfolk Redevelopment and Housing Authority (NRHA) to collaborate with the Commonwealth of Virginia and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

Founded in 1940, NRHA is the largest redevelopment and housing authority in Virginia and is a national leader in real estate development and property management. With an \$85 million annual capital and operating budget, NRHA's exceptional staff of 294 works with Norfolk citizens to continually renew and revitalize the city. NRHA's vision is that there will be Quality housing choices in neighborhoods where residents want to live. Our mission is to provide quality housing opportunities that foster sustainable mixed-income communities.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development focuses on creating economic vitality through the region's connection to the water. This approach aligns with NRHA's goal to deconcentrate poverty through the building of strong and cohesive neighborhoods.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Shurl R. Montgomery
Chief Executive Officer



Appendix D
COOPERATION AGREEMENT
BETWEEN the Commonwealth of Virginia
AND
Norfolk Redevelopment and Housing Authority FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 22 day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and Norfolk Redevelopment and Housing Authority (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

Subject to the receipt of all required state, federal, and local approvals and the release of sufficient funding, the Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1: Tidewater Gardens

The Partner will pursue demolition and disposition approvals for the 196 public housing units within the Tidewater Gardens Public Housing Community located within the City of Norfolk. The Partner will prepare demolition plans; survey, counsel, prepare and relocate residents; conduct environmental investigations; manage vacancies and vacant buildings; prepare structures for demolition; relocate infrastructure as necessary; and demolish buildings. The Partner will manage vacant areas and units, coordinate policing, administer the overall relocation of residents and demolition of the 196 units identified as part of the NDRC grant.

Activity #2: Grandy Village

Subject to the receipt of all required local, state, and federal regulatory approvals, the Partner will demolish 34 public housing units and construct 70 new apartments and establish a Tenant Management/Community Resource Office (TMC/CRO) within the Grandy Village Public Housing Community located within the City of Norfolk.

The Partner will prepare demolition plans; survey, counsel, prepare, and relocate residents; conduct environmental investigations; prepare structures for demolition; relocate infrastructure as necessary; and demolish buildings. The Partner will also provide a new roadway to serve the community, storm water improvements, open spaces, internal roads, and parking. Upon receipt of required financing, the Partner will construct 70 residential units and TMC/CRO and ensure that 16 units meet all VIDA requirements for Handicap Accessible Units, and an additional 12 units meet all VIDA requirements for Universal Design.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date of completion of all required regulatory approvals and the receipt of approved funding. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement in accordance with the following schedule:

Tidewater Gardens Schedule

	Start	Complete
Environmental Approval	Sep-2016	June-2017
Demolition/Disposition Approval	June 2017	Nov-2017
TPV Application	Dec 2017	Jan 2018
Resident Surveys	July-16	Sep-2016
Resident Counseling	July-16	Feb-2019
Relocation Phase I -9 Buildings (78 Units)	Jan-2018	Aug-2018
Demolition Phase I	Sep-2018	Jan-2019
Relocation Phase 2 - 9 Buildings (66 Units)	Aug-2018	Feb-2019
Demolition Phase 2	March-2019	June-2019
Relocation Phase 3 - 7 buildings (52 Units)	Feb-2019	Aug-2019

Demolition Phase 3

Sep-2019

Jan-2020

Grandy Village Schedule

The Partner agrees to implement the following:

The Partner can provide the above activities in Grandy Village from the notice to proceed through the expected completion of construction to be completed within the timeframe as negotiated between the Applicant and CDBG-NDR.

III. BUDGET

NRHA shall conduct activities in accordance with the following budget.

Tidewater Gardens Budget

Architectural and Engineering	\$150,000
Resident Counseling and Client Services	\$200,000
Vacancy Management	\$700,000
Administration	\$250,000
Demolition	\$2,000,000
Relocation	\$500,000
Total	\$3,800,000

Grandy Village Budget (no NDRC funds are included in this budget. Source of funding include tax credit equity, HUD Capital Funds, and additional State, local, and private sources.

Architectural and Engineering, Resident Counseling and Client Services, & Administration	\$2,200,000
Site Work	\$5,000,000
Demolition	\$350,000
Construction	\$7,500,000
Total	\$15,050,000

IV. SPECIAL CONDITIONS--RESERVED

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date 10/27/15

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**Virginia Department of Housing
and Community Development**

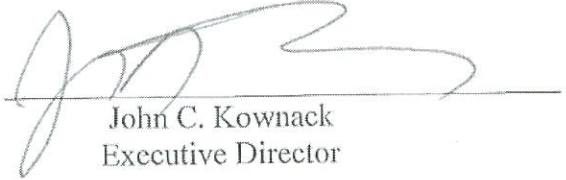
By:



William C. Shelton
Director

**Norfolk Redevelopment and Housing
Authority**

By:



John C. Kownack
Executive Director



March 2, 2015

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe,

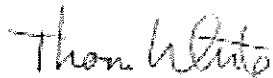
This letter is to confirm the mutual intent of both the Work Program Architects (WPA) and Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR

WPA's mission is to work to raise the bar in the design of the built environment. We strive to satisfy a desire for architecture and design that is vital and relevant, that makes a positive dialogue with its physical and historical context, that is durable and responsible in its utilization of resources, and that is inclusive in the process of its formation and execution.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development, focuses on reinventing the region by creating economic vitality through the region's connection to the water. This approach aligns with WPA's mission by using design to create innovative solutions so that communities can thrive in water environments. WPA is currently working with the City of Norfolk to create environments that are able to withstand the impacts of sea level rise and the increasing severity and frequency of storms in the Hampton Roads region. We look forward to the opportunity of using this work as the basis for designing innovative and creative water management solutions for the region and the Commonwealth.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Thom White, AIA
Principal



Mel Price, AIA
Principal

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Work Program Architects
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and Work Program Architects (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that:

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

- Provide design services in support of the project.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: September 28, 2022 (As detailed in application waivers submitted)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

City of Norfolk Activity 1—Ohio Creek Watershed	\$250,000
City of Norfolk Activity 2—Newton Creek Watershed	\$250,000

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

Work Program Architects

By:



William C. Shelton
Director

10/26/15

Date

By:



Mel Price, Principal

10/19/15

Date

March 2, 2015
File No: 15-02

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe,

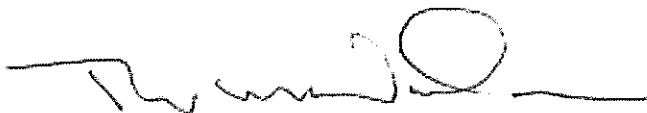
This letter is to confirm the mutual intent of both the McNeilan and Associates, LLC and the Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR.

McNeilan and Associates, LLC is a woman-owned, small business that provides engineering and advocacy services to our clients. Our principal engineer is a former Vice President of the Dutch-based, international engineering firm Fugro. He was the manager of the City of Norfolk's city-wide coastal flooding project and is the organizing sponsor for the planned Dutch Dialogue in Hampton Roads. McNeilan & Associates' engineering services include civil- and ground-engineering-focused investigation, design, and risk management. Our goal is to help our coastal infrastructure, flood mitigation and defense, and offshore energy development clients convert challenges into opportunities.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development, focuses on reinventing the region by creating economic vitality through the region's connection to the water. This approach directly aligns with the mission of McNeilan and Associates by using innovative design and economic development approaches to thriving in water environments.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,
McNeilan & Associates, LLC



Thomas W. McNeilan, P.E., G.E.
Partner & Chief Engineer

**Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
McNeilan & Associates
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)**

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the Commonwealth of Virginia (herein called the “Applicant”) and McNeilan & Associates (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

- Design work on Ohio Creek and Newton Creek Watershed projects.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: September 28, 2022 (As detailed in application waivers submitted)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

City of Norfolk Ohio Creek Watershed--\$100,000

City of Norfolk Newton Creek Watershed--\$100,000

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

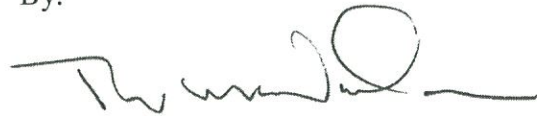
The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

McNeilan & Associates

By:

By:



William C. Shelton
Director

Thomas McNeilan, CEO

10.26.15

October 15, 2015

Date

Date



March 5, 2015

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Background:

This letter is to confirm the mutual intent of both Concursive Corporation and Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

Concursive Corporation is headquartered in Norfolk Virginia and is a privately held, Intel Capital portfolio company. It operates in the media and open source software domain and is the developer of several products for social, collaborative and mobile purposes. The company has significant experience deploying systems that build "digital ecosystems" with the objective of mobilizing communities to take action and advance their missions.

Leverage:

Concursive Corporation commits to matching \$25,000 in funds provided by The Up Center for implementation of a pilot project to support the CDBG-NDR proposal in the City of Norfolk target area. This project is already underway and will be piloted in one of the Most Impacted and Distressed neighborhoods with Unmet Recovery Needs and test the ability of volunteers at a hyper-local level, connected through technology and trained by neighborhood associations and civic leagues, to better support vulnerable citizens. The use of leveraged funds will begin in March, 2015 and run through December, 2015.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development focuses on reinventing the region by creating economic vitality through the region's connection to the water. This

approach aligns with the mission of Concurisive Corporation. We look forward to the opportunity of using this work as the basis for helping to create a model seaport community capable of thriving with water for the next century.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

A handwritten signature in black ink, appearing to read "David Richards". The signature is fluid and cursive, with a large initial "D" and "R".

David Richards, CEO

Concurisive Corporation

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Concursive
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and Concursive (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that:

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

- The Partner will assist the City of Norfolk in neighborhood cohesion building activities providing technical expertise and capabilities for using technology to connect hyper-networks of individuals supporting vulnerable residents in the neighborhoods

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: September 28, 2022 (As detailed in application waivers submitted)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

No CDBG-DR Funds will be expended as part of this partner activity.

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

Concursive

By:



William C. Shelton
Director

By:



Thomas Manos, CTO

10-26-15

Date

10/20/2015

Date

March 4, 2015

The Honorable Terry McAuliffe
Governor of Virginia
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe,

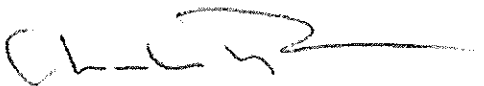
This letter is to confirm the mutual intent of both the Greater Norfolk Corporation and Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the U.S. Dept. of Housing and Urban Development (HUD) for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

The Greater Norfolk Corporation is a not for profit organization (501-C6) composed of senior business leaders, mostly CEO's, whose mission is to enhance Norfolk's and the region's competitiveness.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development focuses on reinventing the region by creating economic vitality through the region's connection to the water. This approach aligns with the Greater Norfolk Corporation's work by focusing on neighborhood resilience and economic development in a seaport community that is experiencing the impact of rising water.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Charles V. McPhillips
President

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Greater Norfolk Corporation
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the Commonwealth of Virginia (herein called the “Applicant”) and Greater Norfolk Corporation (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

- Advise the applicant on the implementation of the Resilience Lab/Accelerator.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: September 28, 2022 (As detailed in application waivers submitted)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

No CDBG-NDR Funds will be expended as a part of this partnership agreement

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

Greater Norfolk Corporation

By:



William C. Shelton
Director

By:



Charles V. McPhillips, President

10-26-15

Date

10-16-15

Date



March 2, 2015

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe,

This letter is to confirm the mutual intent of both the Elizabeth River Project and Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

The Elizabeth River Project is the non-profit leading community efforts to restore the environmental health of the Elizabeth River, a tributary of the Chesapeake Bay, infamous for pollution. Our mission is to restore the Elizabeth River to the highest practical level of environmental quality through government, business and community partnerships. Part of our success is based on recruiting Elizabeth River industries as River Star Businesses dedicated to voluntarily reducing river pollution and restoring habitat. Today 114 business and government facilities have documented significant voluntary results in these areas and been recognized as River Star Businesses. In addition, we work with 2,400 homeowners through our River Star Homes program to reduce runoff and improve habitat along the river.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development, focuses on reinventing the region by creating economic vitality through the region's connection to the water. This approach aligns with The Elizabeth River Project's work by focusing on integrating natural habitat restoration as a strategy to reduce flooding and improve water quality.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,


Marjorie Mayfield Jackson
Executive Director

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Elizabeth River Project
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and Elizabeth River Project (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall negotiate a written subrecipient agreement, developer agreement, contract, or other agreement ("Partner Agreement"), as applicable, with the Partner, for the use of the CDBG-NDR funds by Partner for the performance of the Scope of Service listed below. Such Partner Agreement shall be executed before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Activities to be performed by Partner under the Partner Agreement shall consist of the following:

- Implementation of the Living Shoreline in Ohio Creek Watershed
- Implementation of the Living Shoreline in Newton's Creek Watershed
- River Star Homes' Incentivize Program for Parcel Level Storm Water Management Solutions

The final scope of work for each Activity is subject to further refinement and negotiation, and shall be mutually agreed between the Parties in the Partner Agreement.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. A waiver to extend the project Completion Date has been requested by the Applicant.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: June 30, 2022 (As detailed in application waivers submitted)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

Living Shoreline in Ohio Creek Watershed	\$2,402,400
Living Shoreline in Newton's Creek Watershed	\$1,872,000
River Star Homes Incentive Program	\$ 105,000

The budget is reflective of the expected construction costs, construction risk allowance for the living shorelines, design and support costs, and project and construction management costs required for completion of these activities. Final budget and pricing for each Activity shall be subject to further negotiation and agreement between the parties in the Partner Agreement.

III. SPECIAL CONDITIONS

Partner's obligations under the final Scope of Service in the Partner Agreement shall not include responsibility for remediation of existing contamination.

IV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VI. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement and the Partner Agreement to be negotiated, the Partner is bound to perform the agreements or any HUD approved amendments thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

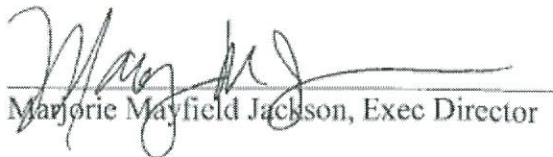
Elizabeth River Project

By:



William C. Shelton
Director

By:



Marjorie Mayfield Jackson, Exec Director

10-26-15

Date

October 19, 2015

Date

Downtown Norfolk

COUNCIL

March 6, 2015

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe,

This letter is to confirm the mutual intent of both the Downtown Norfolk Council and Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

Founded in 1979, the Downtown Norfolk Council is an award-winning organization comprising more than 300 businesses and individual members dedicated to promoting and enhancing business, cultural, retail and residential initiatives in Downtown Norfolk. The DNC also manages the Downtown Improvement District, a 48-block district ordained by Norfolk City Council in February 1999. The Downtown Norfolk Council is the unifying voice of its members and stakeholders, and the primary catalyst for advancing the collective vision for the future of Downtown. We are committed to being a leader, an advocate and a resource for Downtown's continuing development as an attractive, dynamic and economically vital place.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development, focuses on reinventing the region by creating economic vitality through the region's connection to the water. This approach aligns with the Downtown Norfolk Council's work by focusing on neighborhood vitality and economic development in a rising water environment.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,


Mary Miller
President and CEO

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Downtown Norfolk Council
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and the Downtown Norfolk Council (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

- Provide advice on the implementation of the Resilience Lab/Accelerator

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: September 28, 2022 (As detailed in application waivers submitted)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

No CDBG-DR Funds will be expended in support of this partnership agreement.

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.


The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

Downtown Norfolk Council

By:

By:



William C. Shelton
Director

Mary Miller, President and CEO

10-26-15

10/15/15

Date

Date



HAMPTON, VIRGINIA 23668
(757) 727-5231

OFFICE OF THE PRESIDENT

October 23, 2015

The Honorable Terry McAuliffe
Governor of Virginia
PO Box 1475
Richmond, VA 23218

Re: NDRC Innovation/Accelerator Center

Dear Governor McAuliffe,

I am writing in to express my support and enthusiasm for NDRC Innovation/Accelerator Center grant opportunity. Like all institutions and residents in this flood-prone region, our university is anxious to participate in finding solutions to rising sea levels, and believe this pooling of public and private sector talents is an important first step. Our region is seriously threatened by sea level rise, increasing intensity of rain fall, and subsidence of our land mass, making us second only to New Orleans in metropolitan areas whose economies and infrastructure are threatened by changing conditions.

I understand that Hampton University Department of Architecture faculty and students, worked collaboratively and successfully in a precursor project during the 2014/5 academic year. That work, addressing design adaptation to sea level rise in a particular low-income, national-register listed, neighborhood has been groundbreaking (apparently the first to look at an existing neighborhood prior to a catastrophic flood). It seems likely to be built, and has attracted positive media attention. This team seems on its way to coming up with real, build-able, relatively low cost adaptation strategies, which in turn may incubate new industries. I am proud our university is involved in the forefront of this work and hopes to see more great things from the team.

We look forward to the opportunity to lend our talents and academic resources to working collaboratively with other academic institutions and private sector developers in this innovation/accelerator center.

Our architecture department's mission is to achieve excellence in sustainable design solutions to challenges within our local underserved urban communities and in building by the water's edge. This new adaptation line of inquiry folds all its aspirations into one project type. We look forward to seeing great work from them on this new trajectory.

With all good wishes,

William R. Harvey
President

**Appendix D
PARTNERSHIP AGREEMENT
BETWEEN [Applicant]
AND
[Partner]
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)**

THIS AGREEMENT, entered this 26th day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and Hampton University (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1

Partner will collaborate with the Applicant/Grantee and other Coastal Resilience Laboratory/Accelerator Center (Center) partners to create, implement, and support student training and innovation pursuant to the stated goals of the Accelerator in the physical location in the target area as well as virtually.

Activity #2

Partner will commit to providing affiliated faculty, equipment, and capital as is deemed acceptable to both Partner and Applicant/Grantee towards the furtherance of the goals of the Accelerator. Affiliated faculty will pursue applied research in designated areas of coastal resilience virtually or in residence at the Accelerator as agreed to by the Partner and Applicant/Grantee in the event funds are awarded and pursuant to the requirements set forth by HUD.

Activity #3

Partner will engage LMI students and where applicable focus research in a manner that includes or benefits LMI communities in target areas as designated by the Applicant/Grantee.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Partner agrees to collaborate with Applicant/Grantee to adhere to the development of the Accelerator according to the schedule set forth by the Applicant/Grantee.

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Partner will receive \$0 in CDBG-NDR funding from the Applicant/Grantee, but may receive funds through the independently operated Accelerator once established.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

Not Applicable

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

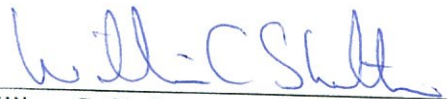
The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

Partner Hampton University

By:

By:



William C. Shelton
Director

Doretha J. Spells
V.P. for Business Affairs and Treasurer

10-26-15

October 20, 2015

Date

Date

March 2, 2015

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe,

This letter is to confirm the mutual intent of both ARCADIS and the Commonwealth of Virginia to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR.

ARCADIS is the leading global natural and built asset design and consultancy firm working in partnership with our clients to deliver exceptional and sustainable outcomes through the application of design, consultancy, engineering, project and management services. ARCADIS differentiates through its talented and passionate people and its unique combination of capabilities covering the whole asset life cycle, its deep market sector insights and its ability to integrate health & safety and sustainability into the design and delivery of solutions across the globe. We are 28,000 people who generate \$3.8 billion in revenues. We support UN-Habitat with knowledge and expertise to improve the quality of life in rapidly growing cities around the world.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development focuses on reinventing the region by creating economic vitality through the region's connection to the water. This approach aligns with the mission of ARCADIS by implementing creative, holistic design and engineering practices to create innovative solutions to thriving in water environments. We look forward to the opportunity of using this work as the basis for helping to create a model seaport community capable of thriving with water for the next century.

It is understood that this letter is only an expression of our intent and a binding agreement detailing the terms and conditions of the proposed relationship must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



ARCADIS
Ryan W. Nagel
Associate Vice President

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Arcadis U.S., Inc.
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 16th day of October, 2015 by and between the Commonwealth of Virginia (herein called the “Applicant”) and Arcadis U.S., Inc. (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

- Activity #1 **Project Management:** The implementation of the NDRC projects will require extensive coordination with the City of Norfolk. While the City is planning to increase the staff of the Public Works Department, ARCADIS has the capacity to provide several staff on a full time basis to supplement the City with management of the Federal funds and to coordinate the multiple components of the NDRC projects. ARCADIS can take advantage of our strong federal team that has knowledge of Federal regulations and accounting rules that will be required to satisfy compliance. An ARCADIS certified Project Manager can be assigned oversight of the PM duties ensure that the project schedule is met and that funds are allocated and used in support of technical and construction activities within the timeframe required by HUD.
- Activity #2 **Engineering Design Services:** The ARCADIS team has the capacity to provide the City of Norfolk with design services for the project components described in the NDRC application. Specifically, this activity can include multiple members from the ARCADIS team who are professionally licensed Professional Engineers with specific expertise in structural, geotechnical, and hydraulic design, and computer modeling. The ARCADIS team has the capacity to perform calculations required in support of designing the project components and can develop construction documents using GIS and CAD software. This work would be performed at multiple office locations and can be coordinated and managed through the ARCADIS Virginia Beach office.
- Activity #3 **Surveying and Geotechnical Measurement:** In support of construction, site layout and verification of subterranean soil properties is required. The ARCADIS team has a combination of local surveyors, local geotechnical experts, and nationally recognized experts in the field of geotechnical field data collection. This work can be performed at various locations within the areas targeted by the City of Norfolk in the NDRC application and can be performed in coordination with the engineering design team, the permitting team, and with staff from the City of Norfolk.
- Activity #4 **Permitting:** Acquiring the necessary regulatory permits will require substantial effort. The ARCADIS team has already begun the process of coordinating and meeting with the necessary agencies to discuss the proposed projects. These preliminary meetings have provided a thorough understanding of the regulatory process and the documentation that will be required for approval. The ARCADIS team has staff with experience facilitating the permitting process for the Federal and VA Commonwealth agencies whose approval is required, and would collaborate with the City to secure the necessary permits. It is expected that the bulk of this work will be performed in the early part of the project, but ongoing documentation of the City's activities will continue throughout.
- Activity #5 **Construction Management:** During implementation of the NDRC projects, the schedule will require construction to proceed simultaneously for multiple components. The ARCADIS team has the capacity to supply construction inspection services to monitor the work performed in the field, to ensure that

implementation is in accordance with the design documents, meets the regulatory requirements of the permits, and maintains proper safety of work crews and the public. This oversight can be performed by local engineering staff with construction management experience and can be performed in close coordination with staff from the City of Norfolk's Public Works Department.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

ARCADIS can provide the above activities in the Ohio Creek Watershed and Newton's Creek Watershed from the notice to proceed through the expected completion of construction to be completed within the timeframe as negotiated between the Applicant and CDBG-NDR.

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

It is anticipated that the HUD award may be on the order of \$300M for the Ohio Creek Watershed and Newton's Creek Watershed of which approximately \$48M is estimated for design and support services provided by the ARCADIS team. An existing IDIQ contract exists between ARCADIS and the City of Norfolk. The existing contract lists several sub-contractors who will work with ARCADIS as a single, unified team in support of the City. The ARCADIS team can be engaged via a new task order on our existing contract to perform the above activities under this task order.

[Note that the original proposed budget may be adjusted should HUD award less than the amount requested in the application].

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

Arcadis U.S., Inc.

By:

By:



William C. Shelton
Director

Raul Torres
Executive Vice President

10-26-15

Date

10/19/2015

Date



*Norfolk State University
Research & Innovation Foundation*

October 22, 2015

The Honorable Terence R. McAuliffe
Governor, Commonwealth of Virginia
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe:

This letter is to confirm the mutual intent of both the Commonwealth of Virginia and Norfolk State University Research and Innovation Foundation (NSURIF) as to enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

The NSURIF is an affiliated foundation of Norfolk State University located in Norfolk, Virginia. The mission of the NSURIF is to promote applied research and technological innovations that, in turn, contribute positively to the economic strength of the Hampton Roads region and the Commonwealth of Virginia. The Foundation additionally furthers the resiliency goals of the Commonwealth and our home community as well as engages our leaders of tomorrow in strengthening our communities through partnership and collaborative research and innovation.

NSURIF is fully committed to coordinating and seeking the full participation of Norfolk State University in becoming a founding Partner in the Coastal Resilience Laboratory/Accelerator Center (Center). As a founding Partner of the Center, NSURIF will work with the Commonwealth, as well interested community and university partners to developing a Center that drives innovation and economic development in Hampton Roads thereby transforming our sea-level rise challenges into economic opportunities.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Hudnall R. Croasdale
CEO

Norfolk State University Research & Innovation Foundation

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN The COMMONWEALTH OF VIRGINIA
AND
NORFOLK STATE UNIVERSITY RESEARCH AND INNOVATION FOUNDATION
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 23 day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and Norfolk State University Research and Innovation Foundation (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that:

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 *Partner will seek to obtain the full support of Norfolk State University (NSU) to collaborate with the Applicant/Grantee and other Coastal Resilience*

Laboratory/Accelerator Center (Center) partners to create, implement, and support student training and innovation pursuant to the stated goals of the Accelerator in the physical location in the target area as well as virtually.

Activity #2 *If full NSU support is obtained, Partner will commit to providing affiliated faculty, equipment, and capital as is deemed acceptable to both Partner and Applicant/Grantee towards the furtherance of the goals of the Center. Affiliated faculty will pursue applied research in designated areas of coastal resilience virtually or in residence at the Center as agreed to by the Partner and Applicant/Grantee in the event funds are awarded and pursuant to the requirements set forth by HUD.*

Activity #3 *If NSU support is obtained, Partner will engage LMI students and where applicable focus research in a manner that includes or benefits LMI communities in target areas as designated by the Applicant/Grantee.*

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Partner agrees to collaborate with Applicant/Grantee to adhere to the development of the Accelerator according to the schedule set forth by the Applicant/Grantee.

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Partner will receive \$0 in CDBG-NDR funding from the Applicant/Grantee, but may receive funds through the independently operated Center once established.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

None.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties named below on the date set forth below their respective signatures as follows
hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

**Norfolk State University Research and
Innovation Foundation**

By:

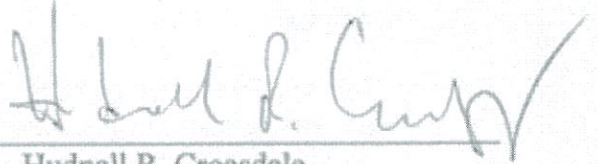


William C. Shelton
Director

10-26-15

Date

By:



Hudnall R. Croasdale
CEO

23 October 2015

Date



**OLD DOMINION
UNIVERSITY**

I D E A F U S I O N

October 20, 2015

The Honorable Terence R. McAuliffe
Governor, Commonwealth of Virginia
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe:

This letter is to confirm the mutual intent of both the Commonwealth of Virginia and Old Dominion University (ODU) to collaborate and enter into a partner or sub-recipient agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

Founded in 1930, ODU is a public research institution located in Norfolk, Virginia serving students and enriching the Commonwealth and wider community through rigorous academic programs, strategic partnerships, innovative research and active civic engagement. ODU and its faculty have invested in resilience, prioritizing an interdisciplinary approach to research reaching across all departments and into the community.

Though we recognize that response to flooding is only one component of resiliency, our location in Norfolk, Virginia has influenced special emphasis on adaptation to increased flooding because of sea level rise. For example, since 2010, the Climate Change and Sea Level Rise Initiative (CCSLRI) has facilitated research, education, and innovation across all aspects of climate change and sea level rise and facilitated a regional dialogue of experts with private sector partners, municipal planners, and others. Closely connected, the Mitigation and Adaptation Research Institute (MARI), engages in practice-relevant solutions research for adaptation and mitigation to coastal hazards. Additionally, the University is currently acting as the convener for the Hampton Roads Sea Level Rise Preparedness and Resilience Intergovernmental Planning Pilot Project collaborating with all levels of federal, state, and local government and the community to facilitate the development of a model of "whole of government and community" resilience planning. University departments including public health, engineering, oceanography, entrepreneurship and more are already engaged in a collaborative approach to resilience planning, and look forward to being a key partner of the Commonwealth in this effort.

ODU is fully committed to not only being a founding Partner in the Coastal Resilience Laboratory/Accelerator Center (Center) but also to partnering with the Commonwealth elsewhere to ensure the successful implementation of all CDBG-NDR eligible activities. As a founding Partner of the Center, ODU will work with the Commonwealth, as well interested community partners and commit

Office of Research

4111 Monarch Way, Suite 203, Norfolk, VA 23508

Phone: 757/683-3460 • Fax: 757/683-5902 • www.odu.edu/research

to providing faculty, equipment, and potentially capital to develop a Center that drives innovation and economic development in Hampton Roads thereby transforming our sea-level rise challenges into economic opportunities.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink, appearing to read 'Morris Foster', with a long horizontal flourish extending to the right.

Dr. Morris Foster
Vice President for Research
Old Dominion University

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN the COMMONWEALTH OF VIRGINIA
AND
OLD DOMINION UNIVERSITY
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 22nd day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and Old Dominion University (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 *Partner will collaborate with the Applicant/Grantee and other Coastal Resilience Laboratory/Accelerator Center (Center) partners to create, implement, and*

support student training and innovation pursuant to the stated goals of the Center in the physical location chosen by the Applicant/Grantee and virtually.

Activity #2 *Partner will commit to providing affiliated faculty, equipment, and capital as is deemed acceptable to both Partner and Applicant/Grantee towards the furtherance of the goals of the Center. Affiliated faculty will pursue applied research in designated areas of coastal resilience virtually or in residence at the Accelerator as agreed to by the Partner and Applicant/Grantee in the event funds are awarded and pursuant to the requirements set forth by HUD*

Activity #3 *Partner will engage LMI students and where applicable focus research in a manner that includes or benefits LMI communities in target areas as designated by the Applicant/Grantee.*

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Partner agrees to collaborate with Applicant/Grantee to adhere to the development of the Accelerator according to the schedule set forth by the Applicant/Grantee.

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Partner will receive \$0 in CDBG-NDR funding from the Applicant/Grantee, but may receive funds through the independently operated Accelerator once established.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

None.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

Old Dominion University

By:

By:



William C. Shelton
Director

Morris Foster
Vice President for Research

10-26-15

Date

10/22/15

Date

October 22, 2015

Re: Intent to Participate

This letter is to confirm the mutual intent of both the Commonwealth of Virginia and the University of Virginia (UVA) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth's CDBG-NDR application.

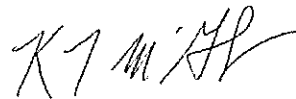
The University of Virginia is committed to partnering with and supporting the Virginia Disaster Resiliency Team, and has substantial resources to bring to the proposed work. These include:

- Innovative engineering approaches that integrate hydro-informatics with coupled infrastructure system models to forecast flooding impacts on urban water and transportations systems.
- Urban planners who combine information technology, digital visualization techniques and geographic information systems to promote resilience.
- UVA is the lead of a 6-institution consortium funded by the Department of Transportation for the Mid-Atlantic Transportation Sustainability Center, which includes improving infrastructure resilience and adaptation to extreme weather as a priority.
- UVA's Institute for Environmental Negotiation (IEN) is one of the first professional environmental conflict resolution services in the nation.
- UVA's Center for Large-Scale Computational Modeling is a national leader in developing participatory computer-based simulations and interactive multi-media game technology for visualization of future environmental change and stakeholder collaboration.

UVA will collaborate with the Commonwealth and other Coastal Resilience Laboratory-Accelerator Center partners to create, implement, and support student training, research and innovation in the physical location in the target area as well as through virtual networks.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Karen J. McGlathery
Associate Vice President for Research

Appendix D
PARTNERHSIP AGREEMENT
BETWEEN The Commonwealth of Virginia
AND
The University of Virginia
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 22nd day of October, 2015 by and between the Commonwealth of Virginia (herein called the “Applicant”) and the University of Virginia (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 *The Partner will collaborate with the Applicant/Grantee and other Coastal Resilience Laboratory/Accelerator Center (Accelerator) partners to create, implement, and support student training, research and innovation pursuant to the*

stated goals of the Accelerator in the physical location in the target area as well as through virtual networks.

Activity #2 *The Partner will provide affiliated faculty, equipment, and capital as is deemed acceptable to both Partner and Applicant/Grantee towards the furtherance of the goals of the Accelerator. Affiliated faculty will pursue applied research in designated areas of coastal resilience virtually or in residence at the Accelerator as agreed to by the Partner and Applicant/Grantee, in the event funds are awarded and pursuant to the requirements set forth by HUD.*

Activity #3 *The Partner will engage LMI students, and where applicable, focus research in a manner that includes or benefits LMI communities in target areas agreed upon by the Applicant/Grantee and Partners.*

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to collaborate with Applicant/Grantee to adhere to the development of the Accelerator according to the schedule set forth by the Applicant/Grantee and the Partners.

III. BUDGET

The Partner will receive \$0 in CDBG-NDR funding from the Applicant/Grantee, but may receive funds through the independently operated Accelerator once established.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

University of Virginia

By:

By:



William C. Shelton
Director

Karen J. McGlathery
Associate Vice President for Research

10-26-15

October 22, 2015

Date

Date

The Honorable Terence R. McAuliffe, Governor,
Commonwealth of Virginia,
Patrick Henry Building, 3rd Floor,
1111 East Broad Street,
Richmond,
VA 23219

October 22, 2015

Re: Intent to Participate

Dear Governor McAuliffe:

This letter is to confirm the intent of Virginia Tech to enter in to a partner agreement and collaborate with the Commonwealth of Virginia contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

Virginia Tech is a public land-grant university serving the Commonwealth of Virginia, the nation, and the world community. The discovery and dissemination of new knowledge are central to its mission. Through its focus on teaching and learning, research and discovery, and outreach and engagement, the university creates, conveys, and applies knowledge to expand personal growth and opportunity, advance social and community development, foster economic competitiveness, and improve the quality of life.

Dedicated to its motto, *Ut Prosim* (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers more than 240 undergraduate and graduate degree programs to 31,000 students and manages a research portfolio of \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Tech would participate as a partner in the Coastal Resilience Accelerator included in the HUD NDRC proposal. As a university partner, Virginia Tech's affiliated faculty in planning, policy, administration, engineering, business, and others, would pursue applied research focused on coastal resilience and economic development, with impact for LMI communities in the Hampton Roads and NDRC designated areas. Affiliated faculty could partner with other affiliated faculty, businesses connected to the

Invent the Future

Center, and would have opportunities to teach students and engage students in the research.

It is understood that this letter is only an expression of our intent to collaborate and a binding partner agreement (or other agreement) detailing the terms and conditions of the proposed partnership, including any financial commitments made by Virginia Tech, must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Dean". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dr. Dennis Dean
Interim Vice President for Research and Innovation

A handwritten signature in black ink, appearing to read "Steve McKnight". The signature is stylized and cursive, with a long horizontal stroke at the end.

Dr. Steve McKnight
Vice president for the National Capital Region

Appendix D
PARTNERHSIP AGREEMENT
BETWEEN the Commonwealth of Virginia
AND
Virginia Polytechnic Institute and State University
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 23rd day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and Virginia Polytechnic Institute and State University (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that:

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant, and/or the independently operated Accelerator, shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds, provided through the independently operated Accelerator, to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant's application for CDBG-NDR assistance and the Applicant's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

- Activity #1 Partner will collaborate with the Applicant and other Coastal Resilience Laboratory/Accelerator Center (Accelerator) partners to create, implement, and support student training and innovation pursuant to the stated goals of the Accelerator in the physical location in the target area as well as virtually.
- Activity #2 Partner will commit to providing affiliated faculty, equipment, and capital as is deemed acceptable to both Partner and Applicant towards the furtherance of the goals of the Accelerator. Affiliated faculty will pursue applied research in designated areas of coastal resilience virtually or in residence at the Accelerator as agreed to by the Partner and Applicant in the event funds are awarded and pursuant to the requirements set forth by HUD.
- Activity #3 Partner will engage Low- and moderate- income (LMI) students and where applicable focus research in a manner that includes or benefits LMI communities in target areas as designated by the Applicant.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Partner agrees to collaborate with Applicant to adhere to the development of the Accelerator according to the schedule set forth by the Applicant.

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant.

III. BUDGET

The Partner will receive \$0 in CDBG-NDR funding directly from the Applicant, but may receive funds through the independently operated Accelerator once established.

The Applicant may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant. Any amendments to the budget must be approved in writing by both the Applicant and the Partner.

IV. SPECIAL CONDITIONS

NONE

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant, for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

**Virginia Polytechnic Institute
and State University**

By:

By:



William C. Shelton
Director

John C. Rudd
Assistant Vice President –
Sponsored Programs

10 - 26 - 15

October 23, 2015

Date

Date



October 21, 2015

The Honorable Terence R. McAuliffe
Governor, Commonwealth of Virginia
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe:

This letter is to confirm the mutual intent of both The Commonwealth of Virginia and the Virginia Institute of Marine Science to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the CDBG-NDR application.

The Virginia Institute of Marine Science has a three-part mission of research, education and advisory service, each encompassed within an overarching goal of achieving and maintaining a national and international position as a premier coastal marine science institution. This mission involves making seminal advances to our understanding of marine systems through research and discovery, translating that knowledge into practical solutions to complex issues of societal importance, and providing new generations of researchers, educators, problem solvers, and managers with a marine science education of relevance and unsurpassed quality. VIMS is home to NOAA's Virginia Sea Grant Program and the Chesapeake Bay National Estuarine Research Reserve, and is unique among marine science institutions in its legal mandate to provide advisory service to government, citizens and industry.

The proposed partnership is tied to participation by VIMS in a Coastal Resiliency Laboratory/Accelerator Center that would be established to serve as a nexus for technological, organizational and conceptual innovation around identified regional resilience issues. The Center would create, implement, and support student training, innovation and workforce development pursuant to the stated goals of the Accelerator. Affiliated faculty at VIMS will pursue applied research in designated areas of coastal resilience and engage LMI students in a way that benefits LMI communities. VIMS would interact broadly with other institutions and companies that are part of the partnership with particular emphasis on areas where VIMS can make unique contributions.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

John T. Wells
Director, Virginia Institute of Marine Science and Dean, School of Marine Science
College of William & Mary

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Virginia Institute of Marine Science
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 22nd day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and The Virginia Institute of Marine Science (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 Partner will collaborate with the Applicant/Grantee and other Coastal Resilience Laboratory/Accelerator Center (Center) partners to create, implement and

support student training workforce development and innovation pursuant to the stated goals of the Accelerator in the physical location in the target area as well as virtually.

Activity #2 Partner will commit to providing affiliated faculty, equipment, and capital as is deemed acceptable to both Partner and Applicant/Grantee towards the furtherance of the goals of the Center. Affiliated faculty will pursue applied research in designated area of coastal resilience virtually or in residence at the Center as agreed to by the Partner and Applicant/Grantee in the event funds are awarded and pursuant to the requirements set forth by HUD.

Activity #3 Partner will engage LMI students and where applicable focus research in a manner that includes or benefits LMI communities in target areas as designated by the Applicant/Grantee.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Partner agrees to collaborate with Applicant/Grantee to adhere to the development of the Accelerator according to the schedule set forth by the Applicant/Grantee.

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Partner will receive \$0 in CDBG-NDR funding from the Applicant/Grantee, but may receive funds through the independently operated Accelerator once established.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

None.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

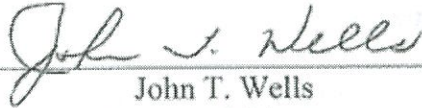
Partner (Virginia Institute of Marine Science)

By:



William C. Shelton
Director

By:



John T. Wells
Dean and Director

10-26-15

Date

October 22, 2015

Date

Waggonner & Ball Architects

October 16, 2015

The Honorable Terence R. McAuliffe
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, VA 23219

Re: Intent to Participate

Dear Governor McAuliffe,

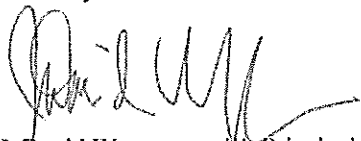
This letter is to confirm the mutual intent of both the Waggonner & Ball Architects and Commonwealth of Virginia to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR

Waggonner & Ball is a broad-based, internationally active architecture and planning firm with more than 30 years' experience, and work featured in books and magazines worldwide. Our knowledge and co-creation of holistic resilience strategies has been recognized by American Institute of Architects Honor Awards and American Planning Association State and National Excellence Awards. As initiators of Dutch Dialogues and prime author of the Greater New Orleans Urban Water Plan, we look forward to the opportunity to work more in Coastal Virginia, adapting and enhancing life at sea level in this critical, beautiful place.

The work proposed in Virginia's National Disaster Resilience Competition application to the U.S. Department of Housing and Urban Development focuses on reinventing the region and stirring economic vitality through the area's connection to the water. This approach aligns with the mission of Waggonner & Ball by implementing creative, integrated design and engineering practices and developing innovative solutions that enable us to live and work in water environments. We look forward to the opportunity of joining this effort and helping to create a model coastal community capable of thriving with water for the next century.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



J. David Waggonner III, Principal
Waggonner & Ball Architects, APC

Appendix D
PARTNERHSIP AGREEMENT
BETWEEN Commonwealth of Virginia
AND
Waggonner and Ball Architects
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the Commonwealth of Virginia (herein called the “Applicant”) and the Waggonner and Ball Architects (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

- Provide design services in support of the Ohio Creek and Newton Creek Watershed projects.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: July 01, 2016

Completion date: September 28, 2022 (As detailed in application waivers submitted)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

Ohio Creek Design Services	\$500,000
Newton Creek Design Services	\$500,000

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing
and Community Development**

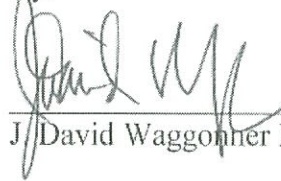
Waggoner and Ball Architects, APC

By:



William C. Shelton
Director

By:



J. David Waggoner III, Principal

10-26-15

Date

OCTOBER 16 2015

Date



MEMBER JURISDICTIONS

October 16, 2015

CHESAPEAKE

Hampton Roads Planning District Commission
The Regional Building
723 Woodlake Drive
Chesapeake, VA 23320

FRANKLIN

GLOUCESTER

RE: Intent to Participate

HAMPTON

To Whom It May Concern:

ISLE OF WIGHT

This letter is to confirm the mutual intent of both the Commonwealth of Virginia and the Hampton Roads Planning District Commission (HRPDC) to collaborate and enter into a partner agreement [or other agreement], contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Commonwealth of Virginia's CDBG-NDR application.

JAMES CITY

NEWPORT NEWS

NORFOLK

The HRPDC is a voluntary organization of 17 local governments representing 1.7 million people in southeastern Virginia. There are 21 planning district commissions in Virginia. The HRPDC has considerable experience in both local and regional planning. The HRPDC staff regularly conducts or assists with local comprehensive plan updates or special plans in collaboration with local government planning departments. Recent efforts have included several studies focusing on the impacts of climate change, particularly sea level rise, on the Hampton Roads region and its localities. These studies combine policy research on adaptation options with geographic information systems (GIS) analyses of potential impacts.

POQUOSON

PORTSMOUTH

SMITHFIELD

SOUTHAMPTON

SUFFOLK

The HRPDC as a sub-recipient will provide critical support and assistance to the resilience program by coordinating community engagement around this effort. The HRPDC is uniquely positioned to coordinate the program's public participation efforts due to the Commission's knowledge of the Hampton Roads community and background with a wide array of regional planning activities. The HRPDC will leverage its current relationships with standing committees, commissions, jurisdictions, community interest groups and stakeholders to promote regional dialogue around this program.

SURRY

VIRGINIA BEACH

WILLIAMSBURG

YORK

This communication/public involvement effort will be both regional and inclusive. The regional aspects will ensure that projects, programs and practices advanced through the NDRC program are shared with regional partners and are transferable to communities facing similar challenges.

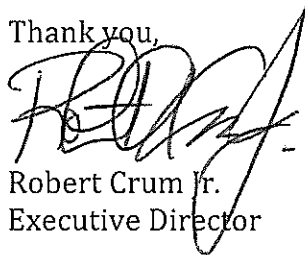
October 16, 2015

Page 2

The communication/public involvement strategy will utilize an inclusive approach that will engage under-represented communities in this process to ensure that all interested residents have a voice in shaping the Region's resiliency efforts.

It is understood that this is letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Thank you,

A handwritten signature in black ink, appearing to read "Robert Crum Jr.", written over the typed name and title.

Robert Crum Jr.
Executive Director

Attachment

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN COMMONWEALTH OF VIRGINIA
AND
HAMPTON ROADS PLANNING DISTRICT COMMISSION
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT entered into this 15th day of October, 2015 by and between the Commonwealth of Virginia (herein called the "Applicant") and the Hampton Roads Planning District Commission (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required

as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

The HRPDC will provide critical support and assistance to the resilience program by coordinating community engagement around this effort. The HRPDC is uniquely positioned to coordinate the program's public participation efforts due to the Commission's knowledge of the Hampton Roads community and background with a wide array of regional planning activities. The HRPDC will leverage its current relationships with standing committees, commissions, jurisdictions, community interest groups and stakeholders to promote regional dialogue around this program. This regional communication/public Involvement effort will be both regional and inclusive. The regional aspects will ensure that projects, programs and practices advanced through the NDRC program are shared with regional partners and are transferable to communities facing similar challenges. The communication/public involvement strategy will utilize an inclusive approach that will engage under-represented communities in this process to ensure that all interested residents have a voice in shaping the Region's resiliency efforts.

As the NDRC program advances in the Region, the HRPDC will structure a regional communication/public involvement strategy to ensure broad based community participation in this effort. This strategy will employ a variety of techniques/products, including:

- Web site/page informing the community of the NDRC program and the projects identified by the partner localities, including an interactive opportunity for residents to provide input
- Program Newsletter
- Informational brochures
- Videos describing the program and related efforts
- Public meetings
- Identification of neighborhoods to be impacted by the program's related projects
- Outreach to impacted neighborhoods, with a special emphasis on under-represented communities
- Sharing of information on a regional basis through the HRPDC Board and related committees and community stakeholders
- Recording of the input received through these techniques, and delivery of this input to project partners
- Consideration of innovative public participation techniques such as crowd sourcing and real time data to inform the NDRC effort. Consider utilizing a platform such as Streetwyze to support this effort.

The key objectives of the regional public communication/public involvement strategy are as follows:

- Present information to the public on the resiliency program in a clear and concise manner
- Conduct this outreach in an inclusive manner that invites under-represented neighborhoods and populations to participate in this effort and makes it easy for them to participate
- Pursue this communication strategy on a regional level, and promote the transfer of best practices

This regional and inclusive communications strategy is consistent with the objectives of thRIVE, and will be a necessary component of the Region's efforts to Unite the Region, Create Coastal Resilience, Strengthen Vulnerable Neighborhoods, Improve Economic Vitality and Build Water Management Solutions. Achievement of these goals will not be possible without a well-structured public communication/public involvement strategy.

This project will engage under-represented communities in the resiliency efforts and provide the residents in those communities with the necessary information and tools to reduce their risks in future disaster events and improve the economic vitality of their neighborhoods.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement.

Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Year One Activities (Months 1 – 12)

- Prepare overall communications strategy for NDRC program
- Develop program web site
- Develop program newsletter template and targeted database
- Prepare informational brochures
- Identify environmental justice/under-represented neighborhoods impacted by identified projects - utilize the Hampton Roads Transportation Planning Organization's Environmental Justice tool in this evaluation
- Begin outreach to impacted neighborhoods with a special emphasis on under-represented communities

- Share information on a regional basis and promote a regional dialogue on resiliency issues through the HRPDC Board and related committees and community stakeholders
- Evaluate crowd sourcing/real time data collection options and devise a plan for implementation utilizing tools such as the Streetwyze software platform
- Prepare a report summarizing all community input received, the source/geographic location of this community input, and identify any gaps in the community outreach process that must be addressed

Year Two Activities (Months 13 – 24)

- Strategically address public communication/outreach gaps identified in End of Year One Report
- Continue to update and enhance web site capabilities
- Continue to expand outreach database
- Based on Year One experiences and findings, utilize the most successful public outreach tools to provide updates and engage the public in regional resiliency project and program efforts
- Continue to promote the exchange of information among regional jurisdictions and partners through the HRPDC Board, related committees and community stakeholders
- Implement innovative public engagement tools such as crowd sourcing/real time data techniques
- Provide regular reports on input received through public engagement efforts to regional jurisdictions, project and community partners.
- Prepare a report summarizing the results of Year 2 of this effort.

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

Budget:

The HRPDC is requesting \$250,000 over the two year life of this project (\$125,000 for each year).

	<u>Year One</u>	<u>Year Two</u>
HRPDC Staff Resources	\$ 80,000	\$ 80,000
Costs to Produce Materials, <u>Communication Tools, etc</u>	<u>\$ 45,000</u>	<u>\$ 45,000</u>
TOTAL	\$125,000	\$ 125,000

Amounts allocated to each City:

Chesapeake - \$112,500

Norfolk - \$110,000

Newport News – \$27,500

IV. SPECIAL CONDITIONS

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved

amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

By:



William C. Shelton, Director
Virginia Department of Housing
and Community Development

10-26-15

Date

By:



Robert Crum, Executive Director
Hampton Roads Planning
District Commission

10/16/15

Date