

AGREEMENT ESTABLISHING THE HAMPTON ROADS CRIMINAL JUSTICE TRAINING ACADEMY

This AGREEMENT, made this 1st" day of July, 2000, by and among the CITY OF HAMPTON, the CITY OF NEWPORT NEWS, the CITY OF POQUOSON, the CITY OF PORTSMOUTH, the CITY OF WILLIAMSBURG, the COUNTY OF JAMES CITY, and the COUNTY OF YORK, each apolitical subdivision of the COMMONWEALTH OF VIRGINIA.

WHEREAS, the Peninsula Academy of Criminal Justice was established in 1975 by the cities of Hampton, Newport News, Poquoson, Williamsburg, and the counties of James City and York pursuant to Section 15.1-21 (now Section 15.2-1300), Code of Virginia 1950, as amended, for the joint exercise of powers of participating political subdivisions, and

WHEREAS, the governing bodies of the parties hereto established by charter in 1990, the Hampton Roads Regional Academy of Criminal Justice pursuant to Section 15.1-21 (now Section 15.2-1300), Code of Virginia 1950, as amended, for the joint exercise of powers of participating political subdivisions, and

WHEREAS, the Virginia General Assembly in 1993 provided another method of establishing and operating criminal justice training academies pursuant to Section 15.2-1747, et seq., Code of Virginia 1950, as amended, and

WHEREAS, the current Board of Directors of the Hampton Roads Regional Academy of Criminal Justice desires to expand full membership status in the Academy to other governmental units as allowed by Section 15.2-1747, and to continue the existence and operation of said Academy without interruption, and

WHEREAS, the governing bodies of the parties hereto desire to adopt his Agreement, to authorize their respective Academy Board of Director representatives to amend the existing charter of the Hampton Roads Regional Academy of Criminal Justice to conform said charter in all respects to this Agreement, to change the name of the Academy to the Hampton Roads Criminal Justice Training Academy, to otherwise continue the existence and operation of the Academy and to effectuate such other changes in accordance with the provisions of Section 15.2-1747, et. seq.

WITNESSETH, each of the parties hereto individually, jointly, and severally, agree to the following provisions:

SECTION 1. DEFINTIONS

- A. Academy means the Hampton Roads Criminal Justice Training Academy.
- B. Associate means a political subdivision, public body, or agency which joins the Academy but chooses not to be a Member and signatory party to this Agreement. As such, an Associate may not serve on the Academy Board of Directors.

- C. Board means the Board of Directors of the Academy.
- D. Chief Administrative Officer means the city manager, county administrator, or the chief executive officer or administrator of a public body.
- E. Executive Director means the chief executive officer of the Academy.
- F. Fiscal year means the period from July 1 through June 30.
- G. Governing Body means the city council, board of supervisors, or other organizational entity governing a Member or Associate.
- H. Member means a locality, political subdivision or public body which is or becomes a signatory party to this Agreement.

SECTION 2. NAME

The new name of the Academy shall be the Hampton Roads Criminal Justice Training Academy.

SECTION 3. PURPOSE AND POWERS

- A. The purpose of the Academy shall be to establish and conduct training for public law-enforcement and correctional officers, and other personnel who assist or support such officers as provided in Virginia Code Section 15.2-1748A.
- B. The Academy shall have all powers set forth in Virginia Code Section 15.2-1748, and any amendments subsequently made thereto.

SECTION 4. PRINCIPAL OFFICE

The location of the principal office of the Academy shall be in-Newport News, Virginia. The principal office may be changed at such times and under such conditions as the Board shall determine.

SECTION 5. AMENDMENT AND SUBSTITUTION OF 1990 ACADEMY CHARTER

After the effective date of this Agreement, the Hampton Roads Regional Academy of Criminal Justice Board of Directors shall vote to amend its charter of 1990, with such amendment retroactive to the effective date of this Agreement; such charter shall be amended to conform in all respects to this Agreement.

SECTION 6. EFFECTIVE DATE, DURATION, AND DISSOLUTION

- A. The date of this Agreement shall be July 1, 2000. All actions taken on and subsequent to this date

shall be governed by this Agreement, unless a particular action by its very nature must be taken pursuant to the provisions of the 1990 charter which shall remain in effect for this limited purpose.

B. The Academy shall continue in effect in perpetuity until dissolved by a majority vote of the Governing Bodies of Academy Members existing at the time of such vote. However, the Academy shall not be terminated if there is any outstanding Academy indebtedness unless the indebtedness is paid or adequate provision is made for securing payment thereof.

C. In the event of dissolution, after satisfying any capital debt that may be applicable, payment and/or credit for the furnishings and use of property owned by the Academy shall be adjusted as of the date of termination. To the extent feasible, property furnished to the Academy by Members and Academy property purchased with Member appropriations and contributions shall be distributed to Members in the same proportion as each contributed to acquiring it, provided however, that subject to the approval of the Board, one or more Members may purchase the interests of one or more of the others in the property.

SECTION 7. MEMBERSHIP

A. The parties to this Agreement, and any future signatory parties hereto, shall constitute the Members of the Academy.

B. Localities, political subdivisions, and public bodies that choose Associate status (Associates) are not considered parties to this Agreement and shall have no voting rights and shall not serve on the Board. Associates possess all other privileges and rights afforded to Members. Associates must abide by all Criminal Justice Service Board regulations regarding participation in a regional academy.

C. Additional Members or Associates may be added to the Academy pursuant to the provisions of Virginia Code Section 15.2-1747 and upon appropriate application and following such other procedures and requirements as established by law and the Board. An applicant's status as either a Member or Associate shall be determined at the time of application.

SECTION 8. BOARD OF DIRECTORS

A. Board Membership

1. The Academy shall be governed by a Board of Directors. The Board shall consist of the following individuals from each Member locality, political subdivision and public body:

- a. The Chief Administrative Officer or designee;
- b. The Chief of Police, if any;
- c. The Sheriff, if any; and
- d. The Public Body Administrator, if applicable.

2. The Board may also appoint such other public officials and employees to the Board for such terms as may be established by the Board.

B. Term of Board Membership

The individuals occupying the enumerated positions set forth in subsection 8.A.1., shall serve in perpetuity as long as the locality, political subdivision, or public body remains a Member of the Academy.

C. Quorum and Voting

1. A majority of the individuals comprising the Board (excluding individuals appointed pursuant to subsection 8.A.2.), shall constitute a quorum. A majority of the quorum shall be necessary for the passage of all items with the exception of adopting the Academy budget, the borrowing of money, and the hiring or discharging of the Executive Director of the Academy, which shall require a majority vote of all individuals comprising the Board (excluding members appointed pursuant to subsection 8.A.2.).

2.- Each individual comprising the Board in subsection 8.A.1. shall be entitled to one vote. Individuals appointed under subsection 8.A.2. cannot vote.

D. Powers and Duties

The Board shall adopt by-laws and such rules and regulations as it deems appropriate, including, but not limited to, provisions relating to the method of selection and terms of office of a Chairman of the Board and such other officers as the Board deems appropriate; and establishment or amendment of the Academy's fiscal year.

E. Executive Committee

Pursuant to Virginia Code Section 15.2-1747, the Chairman of the Board shall serve as a member and as the Chairman of an executive committee. The composition of the remaining members of the executive committee, terms of office of members and alternate members, procedures for the conduct of its meetings, and any limitations upon the general authority of the executive committee and related matters shall be established in the bylaws.

SECTION 9. AMENDMENT OF AGREEMENT

This Agreement may be amended by the unanimous resolution of the Governing Bodies of all Academy Members.

SECTION 10. WITHDRAWAL FROM ACADEMY

A. Academy Members or Associates may withdraw from the Academy by written notice to the Board in accordance with the applicable provisions of the Virginia Code. After July 1, 2001, Virginia Code Section 15.2-1747 requires a member to withdraw at specific times by obtaining a two-thirds vote of the Board. Subject to the law in effect at the time, withdraws by unanimous Board vote may be considered at other times. The Board shall provide for any other conditions of withdrawal.

B. All Criminal Justice Services Board Regional Criminal Justice Academy Guidelines shall be adhered to concerning withdrawal. Any Member or Associate who desires to withdraw must first meet all of its legal and financial obligations to the Academy as a condition of withdrawal.

C. Members or Associate members wishing to withdraw that receives the required Board vote as stated in State Code Section 15.2-1747 and mentioned in Section A above, the legal obligation will be as follows: Withdrawing Member/Associate shall pay 2 years of membership fees. This can be paid over a two or three year period as agreed to by the withdrawing agency and the Academy Board.

SECTION 11. EXECUTIVE DIRECTOR

A. The Board shall appoint an Executive Director who shall have such qualifications and duties as are established by the Board. The Executive Director shall serve at the pleasure of the Board.

B. Subject to the availability of funds, the Executive Director may:

1. Contract with any person, firm, corporation, partnership or entity, public or private, subject to any applicable public procurement laws, for the furnishing of educational, analytic, or other services.

2. Contract with any Member or Associate for necessary administrative and maintenance services.

SECTION 12. ACADEMY STAFF

A. The Board shall provide the Executive Director with sufficient staff as deemed appropriate by the Board. The Board may provide staff personnel who are already employed by a Member or an Associate, or may contract with others, or both. The Board may also authorize the Executive Director to hire full-time Academy personnel who shall be employees of the Academy, and not employees of any Member or Associate.

B. Any use made by the Academy of employees of a Member or Associate; or any use made by the Academy of the personnel, grievance, procurement, finance, or payroll systems of any of the

Members or Associates, shall be for convenience only, and shall not create an employment or agency relationship with, nor liability for, the Member or Associate providing said services or systems.

SECTION 13. FINANCE AND BUDGET

A. Appropriation of Funds

1. All financial obligations of the Members and Associates under this Agreement are subject to the appropriation of funds by their Governing Bodies.

2. Subject to the preceding subsection, each Member and Associate shall appropriate each year to the Academy a percentage of the net total costs of the Academy (minus any federal and state grants) which shall be determined by the number of criminal justice officers and telecommunicators that the Member or Associate is authorized by annual appropriation.

3. - Payment of the operational appropriations to the fiscal agent shall be made by August 31st of each fiscal year.

B. The Boards Financial and Budgetary Duties

1. The Board shall designate the chief financial officer of one of the Members or an employee of the Academy to act as the Academy's fiscal agent.

2. The Board shall provide for the manner in which and by whom disbursements may be authorized, and shall ensure that the disbursement authorization system is in compliance with applicable law.

C. The Executive Director's Financial and Budgetary Duties

The Executive Director shall be responsible for the annual preparation of an operating budget, and shall submit a preliminary budget proposal to the Board for approval by not later than December 31 of each year.

D. Audit

An annual, independent financial audit of the Academy shall be provided by the fiscal agent of the Academy, but in no event shall the audit be conducted by an Academy employee who is also the fiscal agent. All Members and Associates shall be furnished with the audit information upon request.

SECTION 14. ACQUISTION AND DISPOSITION OF PROPERTY

Title to property acquired by the Academy shall be held in the name of the Academy unless otherwise agreed by the Board. Disposition of property in the event of dissolution shall be governed by Section 6.

SECTION 15. NONDISCRIMINATION

The Academy shall have a policy of hiring and promoting the best qualified persons without regard to race, sex, age, religion, disability, political affiliation, national origin, or other classifications protected by law.

WITNESS the following signatures and seals:

**SIGNATORY PARTY TO JULY, 2000 AGREEMENT HAMPTON
ROADS CRIMINAL JUSTICE TRAINING ACADEMY**

Locality, Political Subdivision, or Public Body:

Signed by: Date:
Chief Administrative Officer

Witness: Date:

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