

JEFFREY D. STERN, Ph.D.
State Coordinator

BRETT A. BURDICK
Chief Deputy Coordinator



SUSAN L. MONGOLD
Deputy Coordinator – Mission Support

JOHN SCRIVANI
Deputy Coordinator – Disaster Services

COMMONWEALTH of VIRGINIA

Department of Emergency Management

10501 Trade Court
North Chesterfield, Virginia 23236-3713
Tel: (804) 897-6500 TDD (804) 674-2417 FAX (804) 897-6506

October 13, 2017

Ms. Mary Bunting
City Manager
Hampton City
22 Lincoln Street
Hampton, VA 23669

RE: FY 2017 State Homeland Security Program Grant (SHSP)

Dear Ms. Bunting:

The Virginia Department of Emergency Management (VDEM) is pleased to announce the allocation of a **2017 State Homeland Security Program Grant (SHSP) CFDA 97.067** from the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). Appropriation authority for this program is *The Department of Homeland Security Appropriations Act, 2017 (Public Law 115-31)*. Your locality has been allocated funding for:

Project Title: Regional Shelter Planning, Training, and Exercise

Federal Grant Allocation: \$35,000.00

Subrecipient's Required Cost Share/Match Amount: N/A

Total Grant Award: \$35,000.00

Obligation Period: September 01, 2017 to March 31, 2019

***This letter serves as notification of your allocation and is not an authorization to incur expenditures.** Funds will be formally awarded to your locality through a Grant Agreement issued by VDEM upon its satisfactory review of your application package submission and approval of a budget application in VDEM's Electronic Grants Management System (eGMS).* You must initiate these steps, described under *Accessing Your Allocation*, **within 30 days from the date of this notification.**

*Saving lives through effective emergency management and homeland security.
"A Ready Virginia is a Resilient Virginia."*

Program Purpose

The purpose of the State Homeland Security Program is to assist state and local preparedness activities that address high-priority preparedness gaps across all core capabilities that support terrorism preparedness. All supported investments are based on capability targets and gaps identified during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and assessed in the State Preparedness Report (SPR).

The FY 2017 Homeland Security Grant Program (HSGP) supports state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. References to these priorities can be found throughout this document. The FY 2017 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The allowable costs under FY 2017 HSGP support the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery.

Important Award Terms and Conditions

Subrecipients must comply with the following federal requirements:

- FY 2017 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity [Homeland Security Grant Program \(HSGP\) NOFO](#)
- Department of Homeland Security Standard Terms and Conditions for 2017 [DHS Standard Terms and Conditions](#)
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [2 CFR Part 200 Uniform Administrative Requirements](#)

Management and administration (M&A)

Sub-recipients may retain and use up to 5% of the award for costs directly relating to the management and administration of SHSP funds, such as financial management and monitoring.

Indirect (Facilities & Administrative [F&A]) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award.

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Ms. Mary Bunting
Page 3
October 13, 2017

Accessing Your Allocation

To access your allocation, you must complete the following steps **within 30 days from the date of this notification:**

Step 1: Complete these documents and submit electronically as one package to your Grants Administrator:

- Point of Contact (POC) Form
- FEMA Environmental and Historic Preservation (EHP) Screening Form
 - All projects must comply with EHP requirements. Subrecipients must not obligate and/or expend any (federal and/or non-federal matching) funds on any project having the potential to impact environments planning and historical preservation resources without the prior approval of FEMA. For more information, please visit <http://www.vaemergency.gov/em-community/grants/> or contact your Grants Administrator.
- Assurances- Non-construction Form
- FEMA 20-16C Form
- SF-LLL – Certification Regarding Lobbying Form

Step 2: Log in to the VDEM Electronic Grants Management System (eGMS) at <https://www.ttegms.com/virginia/login.cfm> to complete and submit a budget application for your allocation. If you do not have access to eGMS, please contact your Grants Administrator. [Click on Grant Management, Budget Application, from the drop-down menu. Click the link named FY 2017 State Homeland Security Program (SHSP) to complete your budget application.]

Following review and approval of the budget by the Grants Administrator, notification will be sent through an eGMS automated email message to the subrecipient point of contact entered in the budget application.

Reporting

Sub-recipients are obligated to submit quarterly progress reports as a condition of their award. The report, which can be found at <http://www.vaemergency.gov/em-community/grants/all-grant-forms> must report on progress towards implementing plans described in the funding proposal and the approved budget. Reports must be submitted to your Grants Administrator by email within **15 days** following the end of the quarter.

Within 30 days after the end of the period of performance, sub-recipients must submit a final progress report detailing all accomplishments throughout the period of performance. After the report has been reviewed and approved by the Grants Office, a close-out notice will be issued which will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the record retention requirements for grant records. The sub-recipient must return any funds that have been drawn down, but remain unliquidated in its financial records.

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Ms. Mary Bunting
Page 4
October 13, 2017

Please initiate the steps described under *Accessing Your Allocation* within 30 days from the date of this notification. If you have any questions regarding this award, please contact Richard Hazel in the Grants Office at (804) 897-9786 or richard.hazel@vdem.virginia.gov.

Sincerely,

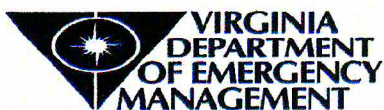


Jeffrey D. Stern, Ph.D.

JDS/rch

cc: Ms. Hui Shan Walker, Coordinator, Emergency Management
Mr. Jack King, Director of Regional Support, East Division
Mr. Bruce Sterling, Chief Regional Coordinator, Region 5

Commonwealth of Virginia Grant Application



Virginia Department of Emergency Management

Grants Management Office

Phone: 804-897-6500

10501 Trade Court

Fax: 804-897-6613

Richmond, VA 23236-3713

Grant Year: 2017

Award Date: _____

Sub-grantee Name: City of Hampton

Federal Program: State Homeland Security Program

CFDA#: _____ 97.067

Sub-Grantee -- Please Complete all Blank Lines and Boxes (as applicable) on All Tabs of Workbook

Jurisdiction/Agency Legal Name:

City of Hampton/Office of Emergency Mgmt

Organization Type (Check Applicable Box)

State

City/County

College

Airport

Authority

Planning District

Other: (Please specify)

Legal Address:

22 Lincoln St.

Hampton, VA 23669

EIN #: 54-600-1336

Project Title: Regional Shelter Planning, Training & Exercise - Hampton & James City Count

Goals and Objectives: _____

Target Capability: _____


Total Dollar Amount Requested: \$ \$35,000.00 (Calculated Field)

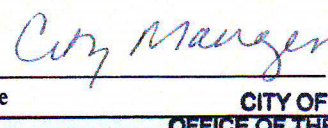
Please Provide all Signatures (as applicable)

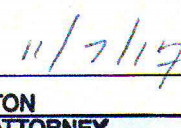
By signing this application, I certify (1) to the statements contained in the list of certifications; (2) that the statements herein are true, complete and accurate to the best of my knowledge; and (3) that if awarded I will not undergo any obligations until I have received approval or clearance for any Environmental Historical Preservation (EHP) requirements. I also provide the required assurances and agree to comply with any resulting terms if I obtain an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

* City Manager, County Administrator, State Agency Head

Information	Chief Administrative Officer *	Project Manager	Financial Officer
Name:	Mary Bunting	Hui-Shan Walker	Karl Daughtrey
Title:	City Manager	Coordinator	Finance Director
Organization:	City of Hampton	City of Hampton	City of Hampton
E-mail:	mbunting@hampton.gov	hwalker@hampton.gov	kdaughtrey@hampton.gov
Telephone:	757-727-6392	757-727-1208	757-727-6230
Fax:	757-728-3037	757-727-1351	757-727-6872
Address:	22 Lincoln St. Hampton, VA 23669	1300 Thomas St. Hampton, VA 23669	22 Lincoln St. Hampton, VA 23669







* Chief Administrative Officer

Title

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY

Project Narrative

Project Title: Regional Shelter Planning, Training & Exercise - Hampton & James City County																																		
Data Entry limited to 90 characters																																		
Project Description - Part A: Describe the need. What is the gap this project addresses?	Shortage in shelter capacities within the City of Hampton.																																	
Project Description - Part B: Describe the project. Include the purpose and scope of work.	This is to develop a plan of action, test & exercise the 2011 Hampton, James City County, VDEM shelter MOU.																																	
Explain how the project will forward the target capability	This project supports the core capabilities Planning; Public Health, Healthcare, and Emergency Medical Services & Mass Care Services by increasing our ability to effectively and properly shelter the whole community, including those with access and functional needs during incidents or disasters.																																	
List other localities and/or agencies that will benefit from this project:	Hampton and James City County and the state when there are shelter capacity shortages.																																	
Project Plan :	Data Entry limited to 190 characters																																	
	<table border="1"> <thead> <tr> <th>Step No: Name</th> <th>Length of Time (Months)</th> <th>Activity Description</th> </tr> </thead> <tbody> <tr> <td>Step 1:</td> <td>6</td> <td>Conduct shelter planning meetings</td> </tr> <tr> <td>Step 2:</td> <td>3</td> <td>Final draft of shelter plans are produced and approved</td> </tr> <tr> <td>Step 3:</td> <td>6</td> <td>Start exercise planning & conduct exercise</td> </tr> <tr> <td>Step 4:</td> <td>1</td> <td>Closeout</td> </tr> <tr> <td>Step 5:</td> <td></td> <td></td> </tr> <tr> <td>Step 6:</td> <td></td> <td></td> </tr> <tr> <td>Step 7:</td> <td></td> <td></td> </tr> <tr> <td>Step 8:</td> <td></td> <td></td> </tr> <tr> <td>Step 9:</td> <td></td> <td></td> </tr> <tr> <td>Step 10:</td> <td></td> <td></td> </tr> </tbody> </table>	Step No: Name	Length of Time (Months)	Activity Description	Step 1:	6	Conduct shelter planning meetings	Step 2:	3	Final draft of shelter plans are produced and approved	Step 3:	6	Start exercise planning & conduct exercise	Step 4:	1	Closeout	Step 5:			Step 6:			Step 7:			Step 8:			Step 9:			Step 10:		
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Project Management: Who will be the project manager? How will issues with procurement delays and accountability be addressed? Where does this individual report within your governance structure?	The City of Hampton has identified a Project Management Team that will include Hampton and James City County staff. This Project Management Team will provide oversight of this project.																																	
Sustainment: Please explain how your locality/region/agency will sustain this project. Specifically acknowledge maintained for any equipment purchased and the continued support for personnel funded.	Once these plans are completed and tested it will require minimum maintenance. The plans can then be updated when other mass care plans are being updated in both localities.																																	
Will this project COMPLETE this initiative?	Yes																																	
Data Entry limited to 290 characters																																		
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Data Entry limited to 100 characters																																		

Budget Narrative - Planning

Budget Narrative Planning: List each item from your budget worksheet pages in the same order in which they are listed on the preceding page.

For Planning, please use the Discipline and Category drop down lists for each Expense Type; list agencies and organizations involved, provide a brief description of each and Total Price. Dollar amounts should be listed for Personnel (please list out fringe benefits and costs). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. Please reference HSGP Guidelines for further guidance.

Please use the drop down boxes provided for Discipline and Category
Grand Total is a calculated field.

Discipline	Category	Expense Description	Total Price
		Emergency Management Agency (Develop and update James City County and Hampton Shelter Plans for the 5 James City County facilities listed in the 2011 MOU)	\$35,000
Grand Total			\$ 35,000.00

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.


NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE <i>City Manager</i>
APPLICANT ORGANIZATION <i>City of Hampton</i>		DATE SUBMITTED October 27, 2017

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY
Approved as to form and legal sufficiency
Date: 10/30/17

City Attorney

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned state, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instruction. Submission of this statement is a prerequisite for making or entering into this accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

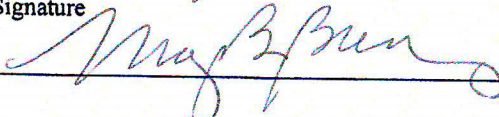
Applicant's Organization

City of Hampton, VA

Printed name and title of authorized representation

Mary B. Bunting City Manager

Signature



Date

11/7/17

CITY OF HAMPTON OFFICE OF THE CITY ATTORNEY

Approved as to form and legal sufficiency

Date: 10/30/17



Sr. Dep. City Attorney

Homeland Security Grant Programs

Non-Supplanting Certification

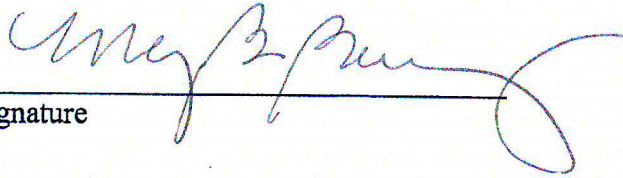
I certify that any funds awarded under the fiscal year Homeland Security Grant Programs will be used to supplement existing funds for programs activities, and will not replace (supplant) non-federal funds.

Designated Agent

Mary Bunting

Name

Signature



City Manager

Title

City of Hampton, VA

Agency

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY

Approved as to form and legal sufficiency

Date:

10/30/17

Jolie K. Rubin

Sr. Dep. City Attorney



County Administration
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187-
8784
P: 757-253-6728

jamescitycountyva.gov

December 11, 2017

Mary B. Bunting
City Manager
City of Hampton, Virginia
22 Lincoln St
Hampton, VA 23669


Ms. Bunting,

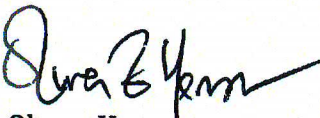
This letter is to provide notification to the City of Hampton of James City's County's intent to terminate the January 7, 2011 Memorandum of Agreement (MOA) between the City of Hampton, James City County, and the Virginia Department of Emergency Management. There are several reasons for this decision:

1. The James City County buildings listed in the MOA as shelters are not County property. They are the property of Williamsburg James City County Public Schools (WJCC), who were not a signatory on the agreement, rendering the agreement null and void.
2. James City County has now been added to the Virginia Hurricane Evacuation Study and has hurricane evacuation zones encompassing an estimated population of 3,870 plus 2,528 mobile home residents for a combined total of 6,398. Our current total sheltering capacity is 1,169 leaving a deficit of 5,227 spaces.
3. A shelter assessment conducted by the Institute of Building and Technology Safety has severely limited sheltering capacities at several of the MOA buildings.
4. Jamestown High was not surveyed and does not have a generator. Blayton Elementary's generator does not allow for heating or cooling and no ability to cook. Warhill has significant issues with comfort station access due to a large skylight. Extensive retrofits will be required for public occupancy in the remaining buildings during high wind events.

Due to the findings of the Hurricane Evacuation Study's James City County has an increased need for shelters during a potential hurricane and now requires all suitable schools for our residents. Therefore, we are no longer able to continue with this agreement. We are proposing going back to our original James City County and Hampton Mutual Aid Agreement concerning the response to accidents that might occur at the Surry Nuclear Power Station, see enclosure.

Sincerely,


Bryan Hill
County Administrator


Olwen Heron
WJCC Superintendent

Enclosure

**MUTUAL SUPPORT AGREEMENT BETWEEN THE GOVERNMENTS
OF JAMES CITY COUNTY AND THE CITY OF HAMPTON
CONCERNING THE RESPONSE TO ACCIDENTS THAT MIGHT OCCUR
AT THE SURRY NUCLEAR POWER STATION**

WHEREAS, as a condition of licensing fixed nuclear power stations, Federal regulations require the maintenance of local government plans and procedures to protect the population within a ten-mile radius of a power station from direct exposure to an accident release of radiation; and

WHEREAS, in the event of a General Emergency off-site radiological accident at the Surry Power Station (SPS), the population at risk of James City County (residents, institutionalized, transients) may have to be evacuated; and

WHEREAS, the location of an Evacuation Assembly Center designed to receive, register, house feed, and decontaminate evacuees must be at least 15 miles, and preferably 20 miles, from the power station; and

WHEREAS, the most suitable congregate care facilities in James City County are schools which fall inside the protection zone precluding their use as Evacuation Assembly Centers:

NOW, THEREFORE, THE PARTIES AGREE:

ARTICLE 1

Subject to the plan pursuant to Article II and the conditions set forth in Article III of this Agreement, James City County shall be permitted to designate and use the Hampton Coliseum, located at 1000 Coliseum Drive, as an Evacuation Assembly Center for evacuees from James City County where there is an accident classified as a General Emergency at the Surry Power Station which requires evacuation of all the population living within the ten-mile plume exposure Emergency Planning Zone (EPZ). Floor space for registration of evacuees, parking, and showers for decontamination, shall be provided.

The City of Hampton will be reimbursed by the James City County for rent of the Coliseum at the then current rate and all other reasonable and necessary costs incurred in responding to an evacuation of James City County. Records of expenses, in sufficient detail to satisfy auditing requirements, will be submitted by the City of Hampton to James City County as soon as possible following termination of an support provided under this Agreement.

ARTICLE II

Under the provisions of this Agreement, the City of Hampton shall prepare and maintain a detailed plan covering the above, which, upon the declaration of a General Emergency at the Surry Power Station, will cause the City of Hampton to provide the following:

1. Traffic control and route marking along the City of Hampton portion of Route 258 from Interstate 64 to and including Coliseum Drive.
2. Crowd control and security at the Evacuation Assembly Center.

ARTICLE III

Support will be furnished to James City County by the City of Hampton subject to the following conditions:

1. To be augmented by personnel and other resources from James City County as agreed upon through prior coordination between the two jurisdictions.
2. If provided, will come under the operational control of the City of Hampton. The same duties, rights, privileges, and immunities which exist in the City of Hampton will be extended to those government representatives of the James City County who travel to and from and operate within the confines of the City of Hampton.

ARTICLE IV

James City County agrees to defend, indemnify and save harmless the City of Hampton, its officers, agents and employees, jointly and severally, from and against any and all liabilities, demands, claims, damages or loss whatsoever including without limitation workmen's compensation claims; injury to or loss of use of property; injury, sickness, disease or death of persons; or any other cause of action whatsoever which would not have occurred or existed but for the use of the Hampton Coliseum under this Agreement.

ARTICLE V

Unless otherwise specifically provided herein, the terms and conditions of the Mutual Aid Agreement for emergency services dated June 6, 1977, a copy of which is attached hereto and incorporated by reference, shall be applicable.

ARTICLE VI

Appropriate plans and procedures of the jurisdictions that are parties to this Agreement will be prepared as soon as possible and maintained in order to provide for detailed implementation as required. This agreement becomes effective for planning purposes when the two party jurisdictions legally ratify it in accordance with the laws of each and for implementation thereafter when a request is extended by the James City County Director of Emergency Services. Copies of this Agreement along with the respective ratifications from each political subdivision will be placed in custody of the Virginia Office of Emergency and Energy Services and also incorporated in the Radiological Emergency Response Annex to the Emergency Operations Plans of James City County and the City of Hampton.

Walker, Hui-Shan

From: Lee, Cheryl <cheryl.lee@vdem.virginia.gov>
Sent: Wednesday, May 30, 2018 9:51 AM
To: Walker, Hui-Shan; Hazel Richard zdr54789; Coates Robert xbv43099
Subject: Re: Pls Call Me -2017 SHSP - Regional Shelter Planning, Training & Exercise - Scope of Work Adjustment Request

Hui-Shan - I really don't see this as a SOW change, the intent for the project is still sheltering for the City and will address sheltering capabilities and capacities. It is up to the city on how you address this.

Please work with Richard for any budget items that need to be modified.

Thanks!

Cheryl J. Lee

Director of Finance & Grants, CFO
10501 Trade Court
Richmond, VA 23236
(O) 804-897-9760
(C) 804-263-4753
cheryl.lee@vdem.virginia.gov

On Wed, May 30, 2018 at 9:29 AM, Walker, Hui-Shan <hui-shan.walker@hampton.gov> wrote:

Good morning Cheryl,

On behalf of my City Manager, Mary Bunting, I need to ask if we can change the scope of work from our initial submission to work with James City County on planning, training and exercising our shelter MOU with them. After we had applied and once the award came out, their County Administrator at the time terminated out MOA to use their schools as shelters for our residents Dec. 11, 2017.

The original grant proposal was to develop a plan of action and drill down the details should we have to enact the MOA between both localities for sheltering, similar to the one we developed and trained with Newport News.

Ms. Bunting has been trying to re-engage the current interim County Administrator of James City County(JCC), but to no avail that he is interested in renegotiating the MOA at this time. We have not taken this to City Council yet because we have been trying to see if JCC would change its mind to discuss this. Ms. Bunting just advised me this last Friday if I could reach out to you to see if we could adjust our scope of work no longer work on planning, training and exercise with the JCC, but to work further on our shelter planning, training and exercise if we had to evacuate some of our residents out of the area and how we would do that. Also, to use the funds to further purchase supplies for our current shelters to ensure we meet the needs of all of our residents.

Unfortunately, this was unforeseen when we applied. We had letters of support from both administrators of both localities. Now we are asking for us to keep our funds but to adjust the scope from including JCC to include planning, training and exercise to include needed shelter supplies.

Please let me know if I can do this and if there is anything I need to do formally or will this email suffice.

Thanks,

Hui-Shan

From: Ryan Ashe [mailto:Ryan.Ashe@jamescitycountyva.gov]
Sent: Thursday, December 07, 2017 10:58 AM
To: Walker, Hui-Shan <hui-shan.walker@hampton.gov>; Sara Ruch <Sara.Ruch@jamescitycountyva.gov>
Cc: Pointer, Gwen <gwen.pointer@hampton.gov>
Subject: RE: Governor's Press Release Awarding Homeland Security Grant Funds

Hui-Shan,

Thank you for your patience while we worked through our process. I understand that Mr. Hill left a voicemail for Ms. Bunting yesterday notifying her of our decision. Attached is a letter notifying the City of Hampton of James City County's intent to terminate the Memorandum of Agreement (MOA) for using the Williamsburg James City County Public Schools as shelters. We wish to continue to work in partnership with the City of Hampton but using our schools as shelters did not benefit either jurisdiction. We would like to update our previous agreement for Surry Power Station related evacuations after our legal departments can review. Included in the letter a copy of the previous agreement for reference. Please give me a call if you would like to discuss further.

Thank you,

Ryan

From: Walker, Hui-Shan [mailto:hui-shan.walker@hampton.gov]
Sent: Tuesday, December 5, 2017 9:51 AM
To: Ryan Ashe <Ryan.Ashe@jamescitycountyva.gov>; Sara Ruch <Sara.Ruch@jamescitycountyva.gov>
Cc: Pointer, Gwen <gwen.pointer@hampton.gov>
Subject: RE: Governor's Press Release Awarding Homeland Security Grant Funds

Good morning Ryan,

Hope you are well. Just following up on where JCC is on how you want to proceed. Thanks, Hui-Shan

From: Ryan Ashe [<mailto:Ryan.Ashe@jamescitycountyva.gov>]

Sent: Tuesday, November 21, 2017 9:20 AM

To: Walker, Hui-Shan <hui-shan.walker@hampton.gov>; Sara Ruch <Sara.Ruch@jamescitycountyva.gov>

Cc: Pointer, Gwen <gwen.pointer@hampton.gov>

Subject: RE: Governor's Press Release Awarding Homeland Security Grant Funds

We are meeting with the school division next week and should have a better direction.

Thanks,

Ryan

From: Walker, Hui-Shan [<mailto:hui-shan.walker@hampton.gov>]

Sent: Tuesday, November 21, 2017 9:20 AM

To: Ryan Ashe <Ryan.Ashe@jamescitycountyva.gov>; Sara Ruch <Sara.Ruch@jamescitycountyva.gov>

Cc: Pointer, Gwen <gwen.pointer@hampton.gov>

Subject: RE: Governor's Press Release Awarding Homeland Security Grant Funds

Good morning Ryan,

I am following up to see if you had a chance to get your folks together to address our Shelter MOU and how you all would like to move forward or not. As you know we have the grant allocation and our City Manager has already the paperwork to accept this grant. In our past discussion, you were not sure how we were to move forward. You were going to reach back out to your county representatives to discuss this issue and provide me some guidance on what your county's position was.

Thanks,

Hui-Shan

From: Walker, Hui-Shan
Sent: Wednesday, November 01, 2017 10:30 AM
To: Ryan Ashe <Ryan.Ashe@jamescitycountyva.gov>; Sara Ruch <Sara.Ruch@jamescitycountyva.gov>
Cc: Pointer, Gwen <gwen.pointer@hampton.gov>
Subject: RE: Governor's Press Release Awarding Homeland Security Grant Funds

Good morning,

Thanks for taking the time to talk with me this morning. I will wait for further guidance before moving forward with anything. Hui-Shan

From: Ryan Ashe [<mailto:Ryan.Ashe@jamescitycountyva.gov>]
Sent: Wednesday, November 01, 2017 9:11 AM
To: Walker, Hui-Shan <hui-shan.walker@hampton.gov>; Sara Ruch <Sara.Ruch@jamescitycountyva.gov>
Cc: Pointer, Gwen <gwen.pointer@hampton.gov>
Subject: RE: Governor's Press Release Awarding Homeland Security Grant Funds

Good morning,

Sorry for the delay in getting back with you. We are available at the following times to meet in person or we can do a conference call.

- November 3 – 10:30 – 12:00
- November 6 – Morning

Based on the findings from our recent shelter study and additional site visits with the consultant we do not believe James City County has the capacity to meet the sheltering needs for our residents and the City of Hampton. We may also see a large need for motorists on the interstate who cannot evacuate farther west. We certainly understand your need to have sheltering capacity outside of the city and want to make sure the grant funds maximize the value to your citizens.

Thanks,

Ryan

From: Walker, Hui-Shan [<mailto:hui-shan.walker@hampton.gov>]
Sent: Monday, October 16, 2017 5:38 PM
To: Ryan Ashe <Ryan.Ashe@jamescitycountyva.gov>; Sara Ruch <Sara.Ruch@jamescitycountyva.gov>
Cc: Pointer, Gwen <gwen.pointer@hampton.gov>
Subject: Re: Governor's Press Release Awarding Homeland Security Grant Funds

Good afternoon Ryan,

I would appreciate discussing the MOU and school capabilities with both Sara and you. I am very cognizant that your schedule is extremely busy so can you provide me some dates and times that you all can meet and I will check and see if they will work with Gwen and my schedule too.

Thanks,

Hui-Shan

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Ryan Ashe <Ryan.Ashe@jamescitycountyva.gov>
Date: 10/16/17 4:07 PM (GMT-05:00)
To: "Walker, Hui-Shan" <hui-shan.walker@hampton.gov>, Sara Ruch <Sara.Ruch@jamescitycountyva.gov>
Subject: RE: Governor's Press Release Awarding Homeland Security Grant Funds

Hui-Shan,

I would like to meet with you in the near future to review our shelter agreement and school capabilities. Please let me know when you have time to meet with Sara and I to discuss further.

Thanks,

Ryan

From: Walker, Hui-Shan [<mailto:hui-shan.walker@hampton.gov>]
Sent: Friday, October 13, 2017 5:04 PM
To: Ryan Ashe <Ryan.Ashe@jamescitycountyva.gov>; Sara Ruch <Sara.Ruch@jamescitycountyva.gov>
Subject: Re: Governor's Press Release Awarding Homeland Security Grant Funds

Good afternoon Ryan & Sara,

The Governor announced today, in a press release, \$6.1M in Homeland Security grants of which the majority was competitive.

The City of Hampton and James City County were awarded the following grant of which there is no local match required.

Hampton, City of	Regional Shelter Planning, Training, and Exercise	\$35,000
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The regional shelter planning, training and exercise grant is to develop a detailed plan in writing with how we are going to work with you all to use James City County shelters during a hurricane evacuation.

I will be working to bring this before Hampton's City Council once we get the official award letter.

<https://governor.virginia.gov/newsroom/newsarticle?articleId=21502>

Thanks for your continued support of working together to help residents in both localities.

Hui-Shan