

**Colonial Community Services, Inc/CBH
Agreement – Facility Project (Phase 2)**

Background:

Colonial Community Services, Inc. (CCSI) serves as the property holding corporation for all CBH land and office location holdings. CBH pays rent to CCSI to cover the cost of debt service, insurance, etc.

CCSI and CBH first entered into an agreement for development of new land and facilities in April 2024 to memorialize the roles of and relationship between the two entities related to the acquisition of land and resources to expand CBH offices. At that time, the particular focus was on the Center for Support and Wellness (CSW).

Land acquisition is no longer relevant for that property in Phase 2, and resource development strategies are still in very early stages; therefore, a revised Agreement will be useful in defining those roles in Phase 2.

CBH Attorney Pat McDermott has reviewed and “signed off” on this Agreement. It is entirely possible that revisions may need to be made as we achieve more clarity moving forward, but this current version of the Agreement sufficiently memorializes the organizational relationship to move the project forward.

The CCSI Board (comprised of the Executive Committee of the CBH Board) must also approve the Agreement, with a meeting scheduled for consideration of the Agreement upon approval by CBH.

Suggested Motion:

That the Board of Directors authorize the Executive Director to execute the Agency Agreement Between Colonial Community Services, Inc. and Colonial Behavioral Health contingent upon approval by the Colonial Community Services, Inc. Board of Directors.

**AGENCY AGREEMENT BETWEEN COLONIAL COMMUNITY SERVICES,
INC. AND COLONIAL BEHAVIORAL HEALTH**

This Agency Agreement ("Agreement") is made and entered into as of April 7, 2024, by and between:

- **Colonial Community Services, Inc.**, a non-profit corporation established under the laws of the State of Virginia, with its principal place of business at 473 McLaws Circle, Williamsburg, Virginia 23185 ("Principal"), and
- **Colonial Behavioral Health**, a Community Services Board established pursuant to Title 37.2 of the Code of Virginia, with its principal place of business at 473 McLaws Circle, Williamsburg, Virginia 23185 ("Agent").

WHEREAS, Colonial Community Services, Inc. desires to engage Agent to act on its behalf for the development of real property located at 1001 Galt Lane, Williamsburg, Virginia improvements thereon, including an administration/clinical facility (Phase 2); and

WHEREAS, Colonial Behavioral Health desires to provide such services to Colonial Community Services, Inc., consistent with its authority under Title 37.2 of the Code of Virginia;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services

1.1 Agent agrees to perform the following services for Principal (the "Services"):

- Oversee the development of improvements on the acquired property, including:
 - Hiring and managing architects, engineers, and other construction professionals This may require Principal's involvement in selecting and contracting with these professionals),
 - Preparing construction plans and specifications,
 - Obtaining necessary construction permits and approvals,
- Managing the construction budget including being the recipient of funds from multiple sources including the Commonwealth of Virginia, lenders, donors, the United States of America and others and the expenditure of funds. (This may require collaboration with Principal on financial matters)
- Provide regular progress reports to Principal on the development process.

1.2 Principal acknowledges that Agent may, at its sole discretion, subcontract any portion of the Services to a qualified third party, subject to Principal's prior written approval.

2. Responsibilities of Principal

2.1 Principal agrees to:

- Provide Agent with all necessary information and documents related to the desired property and development project.
- Make all final decisions regarding the selection of the property..
- Provide assistance to the Agent in securing approvals for the development of the property as needed, in accordance with applicable laws and regulations.
- Comply with all applicable laws and regulations in connection with the project.

3. Responsibilities of Agent

3.1 Agent agrees to:

- Perform the Services in a professional and competent manner, in accordance with industry standards and best practices.
- Maintain accurate and complete records of all activities undertaken pursuant to the Services.
- Act in the best interests of Principal and Agent throughout the development process.
- Comply with all applicable laws, regulations and agreements in connection with the Services.

4. Term and Termination

4.1 This Agreement shall commence on the Effective Date and shall continue for a period of seven (7) years (the "Term"), unless earlier terminated as provided herein.

4.2 This Agreement may be terminated by either party upon 30 days' prior written notice to the other party.

4.3 This Agreement may be terminated by either party immediately upon written notice to the other party if the other party breaches a material provision of this Agreement and fails to cure such breach within 30 days after written notice thereof.

5. Fees and Payment

5.1 Principal shall NOT pay Agent a fee for the Services performed hereunder. Principal relies upon Agent to become the principal tenant of the project upon completion of the project.

6. Confidentiality

6.1 Each party agrees to hold in confidence all non-public information of the other party

obtained pursuant to this Agreement and not to disclose such information to any third party without the prior written consent of the other party. The Agent is subject to the Virginia Freedom of Information Act.

7. Entire Agreement

7.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

8. Severability

8.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

9. Notices

9.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by overnight courier, addressed as follows:

- If to Principal, David A. Coe: 473 McLaws Circle, Williamsburg, Virginia 23185
- If to Agent, David A. Coe: 473 McLaws Circle, Williamsburg, Virginia 23185

10. Amendments

10.1 This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF

Colonial Community Services, Inc. by:

_____, _____

Colonial Behavioral Health, by:

_____, _____

