

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
ROANOKE VALLEY GREENWAY COMMISSION

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE ROANOKE VALLEY GREENWAY COMMISSION
July 1, 2016

This Amended and Restated Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission is made as of this 1st day of July, 2016, by and among the City of Roanoke, Virginia, the City of Salem, Virginia, the Town of Vinton, Virginia, the County of Roanoke, Virginia, and the County of Botetourt, Virginia.

PREAMBLE

A. The City of Roanoke, the City of Salem, the Town of Vinton, and the County of Roanoke ("Original Participating Localities") entered into an Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission in 1997 ("Intergovernmental Agreement") and revised the Intergovernmental Agreement in 2008.

B. The Original Participating Localities desire to amend and restate the revised Intergovernmental Agreement to allow the County of Botetourt to join the Roanoke Valley Greenway Commission as a participating locality.

C. The Original Participating Localities and the County of Botetourt have submitted this Amended and Restated Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission ("Agreement") to their governing boards for approval, and each locality has approved the Agreement in accordance with Section 15.2-1300, Code of Virginia (1950), as amended.

D. The Original Participating Localities and the County of Botetourt (collectively, the "Participating Localities") agree that this Agreement shall amend, restate and replace the revised Intergovernmental Agreement.

1. PURPOSE

The purpose of the Roanoke Valley Greenway Commission ("Commission") is to promote and facilitate coordinated direction and guidance in the planning, development, and maintenance of a system of greenways throughout the Roanoke Valley.

2. BENEFITS OF A GREENWAY SYSTEM

This greenway system, in which each greenway is owned and operated by the Participating Locality in which it is located, is intended to enhance the quality of life for Valley citizens and visitors and to:

- (a) Provide safe and efficient alternative transportation linkages among recreational sites, open spaces, residential areas, employment centers, educational and cultural facilities, and other activity centers;
- (b) Encourage citizen wellness and maintain environments which promote opportunities for recreation activities;
- (c) Protect environmental assets and retain beneficial ecological habitats;
- (d) Maintain a contiguous urban forest ecosystem to reduce community wide environmental problems such as excessive storm water runoff, air quality degradation, water pollution, and urban climate change;
- (e) Promote an appreciation for the Valley's natural, historical and cultural resources and its neighborhoods;
- (f) Protect and link significant remnants of the community's undeveloped open spaces, woodlands, and wetlands; and
- (g) Enhance the Valley's appearance to encourage tourism, promote economic development, and improve the living environment for residents.

3. EFFECTIVE DATE, ESTABLISHMENT OF COMMISSION, AND PARTIES TO THE AGREEMENT

This Agreement, and any amendments thereto, shall be effective, and the Commission shall be established, pursuant to §15.2-1300, Code of Virginia (1950), as amended, upon its execution pursuant to the authority of ordinances adopted by the governing bodies of each of the City of Roanoke, the City of Salem, the County of Roanoke, the Town of Vinton, and the County of Botetourt, each herein being referred to as a "Participating Locality". Additional participating localities may be added as parties to this Agreement upon unanimous approval of an amendment to this Agreement by the existing Participating Localities and upon adoption of an ordinance by the governing body of the locality requesting to be added.

4. RESPONSIBILITIES AND DUTIES

The Commission shall have the following responsibilities and duties:

- (a) To study the needs of the Roanoke Valley and the desires of the Valley residents as expressed in the *Roanoke Valley Conceptual Greenway Plan*, dated December 1995, the *2007 Update to the Roanoke Valley Conceptual Greenway Plan*, and other Roanoke Valley Greenway Plan updates, as amended; to review these plans every five years and revise as necessary; and to encourage inclusion of a coordinated system of greenways into each Participating Locality's planning efforts;
- (b) To advise and inform the governing bodies and the citizens of the Valley of existing, planned, and potential opportunities for establishing greenways within the Valley;
- (c) To make recommendations to the governing bodies relative to desirable federal, state, and local legislation concerning greenway programs and related activities;
- (d) To investigate, recommend, and help solicit funding, grants, and/or donations of land, property or services from the Commonwealth of Virginia, the United States of America, their agencies, private citizens, corporations, institutions and others to promote, construct or maintain greenways within the Roanoke Valley;
- (e) To study and recommend uniform standards for the design and construction of greenways, including sign standards, to be employed Valley-wide;
- (f) To actively pursue and promote public/private partnerships, work closely with nonprofit organizations, and facilitate cooperation among Valley governments in developing, constructing, and maintaining a system of greenways throughout the Valley;
- (g) To coordinate the efforts of the federal, state and local jurisdictions in the Valley to create a Valley-wide system of greenways and trails that satisfy the needs of all the residents of the Valley, including those with special needs;
- (h) To assist the Participating Localities with developing project plans and timetables for greenways and with defining roles and responsibilities for each project; and
- (i) To coordinate with Pathfinders for Greenways, Inc. in its use of volunteers to assist Participating Localities with construction

and maintenance of greenways and in its solicitation of private sector funding for greenway development.

5. MEMBERSHIP

- (a) The Roanoke Valley Greenway Commission shall be composed of members, appointed as follows:
 - (1) Up to three (3) members from each of the Participating Localities to be appointed by the governing bodies, each for a term of three (3) years, with appointments to be staggered. Each member shall be a resident of the locality which he or she represents;
 - (2) One (1) member appointed by the Roanoke Valley Transportation Planning Organization for a term of three (3) years;
 - (3) Up to two (2) staff members from each of the Participating Localities, appointed by the chief administrative officer; and
 - (4) One member appointed by Pathfinders for Greenways, Inc., the nonprofit group established to support greenways in the Roanoke Valley.
- (b) In addition to the above members, one representative from each of the following organizations shall serve as a non-voting member of the Greenway Commission:
 - (1) The Western Virginia Water Authority;
 - (2) The Roanoke Valley Alleghany Regional Commission; and.
 - (3) Such interested organizations as the Commission may approve.
- (c) A vacancy for the remainder of any term of any member shall be filled by the governing body or person making the original appointment.

- (d) The members of the Commission shall serve without compensation.

6. MEETINGS

- (a) The Commission shall hold regular meetings at least once per quarter each calendar year. All meetings and hearings of the Commission shall be open to the public, except closed meetings may be held pursuant to the provisions of the Virginia Freedom of Information Act. Reasonable notice of the time and place of all regular and special meetings shall be given to the public. Meetings shall be called by the chair or upon request of a majority of the members.
- (b) The Commission shall adopt bylaws necessary to conduct the affairs of the Commission.

7. OPERATING REVENUE

- (a) The Commission shall not operate as a fiscal agent.
- (b) Funding for the Commission shall be administered through an agreed-upon fiscal agent.
- (c) The Commission shall adopt an annual budget.
- (d) Operating revenue for the Commission shall be funded by the Participating Localities on an equal per capita basis as determined by the most recent population estimates of the Weldon Cooper Center for Public Service of the University of Virginia.
- (e) Annual funding requests from the Commission shall be made by February 1 of each year to the governing bodies of the Participating Localities.
- (f) The Commission shall be authorized to apply for and receive, through its fiscal agent, grants and donations for use in support of the greenway program.

8. ADMINISTRATION

- (a) An annual report shall be prepared and submitted to the governing body of each Participating Locality each calendar year.
- (b) The Commission may establish any committees necessary to fulfill the responsibilities and duties of the Commission.

9. DURATION

- (a) This Agreement shall remain in force until terminated or modified by action of the governing bodies of all Participating Localities.
- (b) A Participating Locality may withdraw from this Agreement by adoption of an appropriate ordinance.

10. AMENDMENTS

This Agreement may be amended only by approval by the governing bodies of each Participating Locality.

11. LIABILITY

To the extent permitted by law, the Participating Localities agree to indemnify, keep and hold the members of the Commission and its staff free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of performance of the duties and responsibilities imposed by this Agreement. In the event of any suit or proceeding brought against members of the Commission or its staff, the Participating Localities shall pay reasonable costs of defense. Any costs of the Participating Localities under this section shall be shared on a per capita basis as determined by the most recent population estimates of the Weldon Cooper Center for Public Service of the University of Virginia.

SIGNATURES APPEAR ON FOLLOWING PAGES

WITNESS our hands and seals as of the date set forth at the beginning of this Agreement.

ATTEST:

Stephanie M. Moore Reynolds
City Clerk

CITY OF ROANOKE

By Chris Morrill
Christopher P. Morrill, City Manager

Approved as to form:

David Hallahan 06.22.2016
City Attorney

Ordinance Number 40508-051616

ATTEST:

Shirley C. Jones
County Clerk

COUNTY OF ROANOKE

By Thomas C. Gates
Thomas C. Gates, County Administrator

Approved as to form:

Bruth Ellen Kuebel
County Attorney

Ordinance Number 052416-1

ATTEST:

Steph M. Post
City Clerk

CITY OF SALEM

By Byron R. Foley
Byron Randolph Foley, Mayor

Approved as to form:

Stephen M. Post
City Attorney

Ordinance of May 9, 2016

ATTEST

Susan N. Johnson
Town Clerk

TOWN OF VINTON

By Barry W. Thompson
Barry W. Thompson, Town Manager

Approved as to form:

Shirley F. Pittman
Town Attorney

Ordinance Number 971

ATTEST:

Susan Fain
County Clerk

COUNTY OF BOTETOURT

By Gary Larowe
Gary Larowe, County Administrator

Approved as to form:

Michael W. Leckie
County Attorney

Ordinance Number 16-06-10