

**MEMORANDUM OF UNDERSTANDING
FOR THE DEVELOPMENT, RESTORATION AND OPERATION
OF BRENTSVILLE COURTHOUSE HISTORIC CENTRE**

THIS MEMORANDUM OF UNDERSTANDING is entered this 9th day of March, 2005 by the **BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY**, a political subdivision of the Commonwealth of Virginia (“the County”), and **THE FRIENDS OF BRENTSVILLE COURTHOUSE HISTORIC CENTRE, INC.**, a Virginia non-profit corporation (“the Friends”), and collectively referred to as the Parties of the **BRENTSVILLE COURTHOUSE HISTORIC CENTRE TRUST** (the “Trust”).

WITNESSETH:

WHEREAS, the Board of County Supervisors is the owner of 23+ acres of land located at 12231, 12235, 12239, 12249, 12253, and 12259 Bristow Road, Bristow, Virginia, on part of which is located the Brentsville Courthouse, jail, log cabin, church, smokehouse, tavern site, and a one-room school building, all of which property is depicted on the plat attached as Attachment A to this Memorandum of Understanding and which is property of cultural, educational, and historic interest; and

WHEREAS, Prince William County may plan to acquire additional property adjacent to or in close proximity to the Property and is interested in the preservation, development, restoration, and operation of a cultural, educational and historic resource to be known as the Brentsville Courthouse Historic Centre, for the benefit of the public generally and the citizens of Prince William County in particular, on the Property, and on adjacent or surrounding properties which may be acquired by the County for this purpose

in the future. These properties are hereinafter referred to as the “Brentsville Courthouse Historic Centre”; and

WHEREAS, the Friends is a group of concerned citizens, who have incorporated under the laws of the Commonwealth of Virginia, and who are interested in the preservation, development, restoration, and operation of the Brentsville Courthouse Historic Centre; and

WHEREAS, the Parties recognize the importance of the preservation, development, restoration and operation of the Brentsville Courthouse Historic Centre as an historic site, an institution for public records and artifacts, and as an educational resource for the public to understand life as it was at a government center and village for a rural area during key periods of our national growth. It is the desire of the Parties to cooperate, forming a trust and contributing certain of their respective resources and expertise to achieve these goals and to enter into a joint undertaking which also provides for fundraising and the expenditure of funds raised for purposes related to the preservation, development, restoration, and operation of the Brentsville Courthouse Historic Centre (“the Brentsville Courthouse Historic Centre Project” or “the Project”), all as set forth in this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants expressed herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. PURPOSE

The purpose of this Memorandum of Understanding is to establish basic policies and procedures to be implemented by the entity to be created by this Memorandum of

Understanding, and by the Board of County Supervisors of Prince William County pursuant to authority contained in §15.1-33.2, VA Code Ann., and which is to be known as the Brentsville Courthouse Historic Centre Trust (“the Trust”). The Trust will follow these basic policies and procedures in planning for the preservation, development, restoration and operation of the Brentsville Courthouse Historic Centre.

II. CREATION OF THE BRENTSVILLE COURTHOUSE HISTORIC CENTRE TRUST

1. Agreement Contingent Upon Creation of Trust.

In entering this Memorandum of Understanding, the Parties acknowledge that the Board of County Supervisors of Prince William County creates the Trust pursuant to the Board’s authority under §15.1-33.2, VA Code Ann., to be composed of representatives of each of the Parties as provided herein. This Memorandum of Understanding becomes effective when all Parties have signed this Memorandum of Understanding.

The Trust will, in addition to planning the preservation, development, restoration, and operation of the Brentsville Courthouse Historic Centre, and determining how funds collected for this purpose should be expended, serve as an advisory body to the Board of County Supervisors on issues pertaining to the Brentsville Courthouse Historic Centre.

2. Party Representation on the Trust

In entering into this Memorandum of Understanding, the Parties contemplate that the Board of County Supervisors will appoint the following voting members to the Trust, based on the following levels of representation:

- Prince William County - 4 members
- Friends of Brentsville Courthouse
Historic Centre, Inc. - 2 members

Community Representative	-	1 member
Prince William County Historical Commission	-	1 member

The members of the Trust representing Prince William County shall be the County Executive and one (1) representative each from the Office of Planning, the Department of Public Works and the Office of Communications to be designated by the County Executive. The County shall have four (4) voting members and one (1) alternate voting member, for each of the voting members of the Trust, who shall be designated in writing once a year and who shall have the right to vote on any and all matters coming before the Trust at that meeting in the absence of a voting County staff member.

The members of the Trust representing the Friends of the Brentsville Courthouse Historic Centre, Inc. shall be the Chairman of the corporation and another representative to be designated by the Chairman of the Friends whose names will be submitted in writing to the Trust each year by January 1st. The Friends shall have two (2) voting members and one (1) alternate voting member, for each of the voting members of the Trust, who shall have the right to vote on any and all matters coming before the Trust at that meeting in the absence of a voting Friends member.

The Board of County Supervisors, upon the recommendation of the Brentsville Supervisor, will appoint one (1) resident of the Brentsville area and one (1) alternate to serve on the Trust whose terms shall be coterminous with those of the Board of County Supervisors. The alternate voting member shall have the right to vote on any and all matters coming before the Trust at that meeting in the absence of the regular voting member representing the Brentsville area.

Further, the member of the Trust representing the Historical Commission shall be the Chairman of the Historical Commission, or his or her designee, and one (1) alternate representative to be designated by the Chairman of the Historical Commission whose names will be submitted in writing to the Trust each year by January 1st. The alternate voting member shall have the right to vote on any and all matters coming before the Trust at that meeting in the absence of the regular voting member from the Historical Commission.

Unless specified elsewhere in this Memorandum of Understanding, a quorum of the Trust shall consist of not fewer than five (5) voting members in person, not by proxy, at a meeting. Actions of the Trust shall be by majority vote of members at a meeting at which a quorum is present and acting throughout.

III. ROLES AND RESPONSIBILITIES OF EACH PARTY

1. The County.

The County will provide such staff support and resources as it deems appropriate to the Trust, including, but not limited to, the following:

a). The services of the County Attorney. The County Attorney will provide legal services to the Trust so long as such representation does not conflict with the County Attorney's primary representation of the Board of County Supervisors and other County agencies.

b). The services of the Department of Finance. The Director of Finance or his designee shall serve as the fiscal agent for the Trust, administering the funds in the Brentsville Courthouse Historic Centre Project Trust Account ("Trust Account"), as provided below. Further, the Department of Finance, Office of Purchasing

will provide all necessary services for the procurement of contracts in accordance with the County Purchasing Regulations using Trust Account funds. All such proposed contracts shall require the approval of the Trust before they may be executed, delivered, or performed.

c) The services of the Department of Public Works. In addition to serving as a voting member, the Director of Public Works or his designees shall execute all contracts approved by the Trust, monitor the performance of contractors, and serve as the Trust's project representative in all contracts for the renovation, restoration, or development of the Brentsville Courthouse Historic Centre approved by the Trust. The Department of Public Works is also responsible for routine maintenance and operation of interior and exterior building and grounds at the Project.

d). The services of the Department of Planning. In addition to serving as a voting member, the Director of Planning will provide all necessary staff and other resources to the Trust to assist the Trust in planning the renovation, restoration, operation, and development of the Brentsville Courthouse Historic Centre Project.

Further, if the Board of County Supervisors acquires real property for the preservation, development, restoration, or operation of the Brentsville Courthouse Historic Centre, it will, as may be permitted by law, generally permit the use of that property by the Trust for the purposes set forth in the Trust Plan, as defined and described in Section IV(a) below, and it will limit the use of that property to only those uses contemplated by the Trust Plan. If the Board acquires title to personal property for the preservation, development, restoration, or operation of the Brentsville Courthouse

Historic Centre, it will limit the use of that personal property to only those uses contemplated by the Trust Plan.

Should the Board of County Supervisors budget and appropriate any funds for the preservation, development, restoration, or operation of the Brentsville Courthouse Historic Centre, then the County agrees that those funds shall be deposited into the Trust Account to be handled by the Director of Finance on behalf of the Trust in accordance with the terms of this Memorandum of Understanding.

Neither the County nor any of its departments or agencies may enter into contracts on behalf of the Trust, unless the Trust specifically authorizes it to do so.

2. The Friends

The Friends agrees to lend efforts of its members and provide such other resources as it deems appropriate, to the Trust's efforts in adopting and implementing the Trust Plan and the Operating and Implementation Plan for the Brentsville Courthouse Historic Centre.

Further, the Friends will engage in such private fund-raising for the Brentsville Courthouse Historic Centre, and will apply for such grants for the Brentsville Courthouse Historic Centre Project, as the Friends may deem appropriate. The Friends agree not to compete for grants for which the County or the Trust have already applied.

The Parties agree that the Friends will maintain a balance of Twenty Thousand Dollars (\$20,000) from its private fund-raising efforts, and such grant funds as it obtains which may, under the terms of the grant, be devoted to administrative purposes, for the purpose of paying administrative expenses of Friends authorized by the Trust and the expenses of fund-raisers held by Friends which have been approved by the Trust.

In the event that administrative expenses or the expenses of any approved fund-raisers conducted by the Friends reduces the balance of funds held by Friends below \$20,000 then the Friends may keep an amount of funds from the proceeds of approved private fund-raisers conducted by the Friends as will bring the amount of funds in the Friends' possession to \$20,000. In the event that private donations resulting from the Friends' fund-raisers are paid directly to the Trust, the Trust may remit as much money from those proceeds as necessary to the Friends to bring the Friend's balance of cash on hand to \$20,000 if those funds are not needed to pay project expenses approved by the Trust.

The Friends agree to transfer to the Trust Account, described below, any unencumbered funds it holds in excess of \$20,000 within 90 days of learning that its unencumbered balance exceeds \$20,000.

Whenever the Friends conduct internal audits of its accounts as required by its Articles of Incorporation and/or Bylaws, the Friends will provide a copy of the results of those audits to the Trust. Prince William County reserves the right to conduct its own audit or cause an audit to be conducted at its sole discretion.

The Friends shall have discretion and control over its corporate activities and corporate accounts, consistent with its Bylaws and undertakings under this Memorandum of Understanding.

The Friends may choose to lend personal property in the Friends' possession to the Trust or the County for use in the Brentsville Courthouse Historic Centre, under such terms and conditions as the Friends deem appropriate.

The Friends may not enter into contracts on behalf of the Trust or the County. The Friends may not exercise authority over the Property unless such authority is expressly given by the Trust.

IV. ADOPTION OF TRUST MASTER PLAN AND THE OPERATING PLAN

The Trust shall adopt and periodically review and revise 1. a Trust Master Plan which depicts general uses on the Brentsville Courthouse Historic Centre Property and addresses preservation, development and restoration of the Property and implementation of the Trust Master Plan and 2. the Operating Plan addressing the preservation, operation, maintenance and programming of the Brentsville Courthouse Historic Centre Property in accordance with the Trust Master Plan. Advance written notice in the form of an agenda will be provided to the members that the Master Plan and/or the Operating Plan are proposed for adoption or amendment.

V. FUNDING; BRENTSVILLE COURTHOUSE HISTORIC CENTRE TRUST ACCOUNT

1. The Director of Finance, using his internal finance procedures, shall hold, in a separately earmarked account designated the Brentsville Courthouse Historic Centre Trust Account, hereinafter referred to as the "Trust Account," all funds received from the Friends in accordance with this agreement, and any gifts and donations made directly to the Trust, and any other deposits made by the Parties, and interest accrued on Trust Account funds. All Trust Account funds on deposit at the end of each operating or fiscal year shall be carried over and retained in the Trust Account into succeeding years.

2. The Director of Finance shall employ accounting principles satisfactory to the State Auditor of Public Accounts in handling the Brentsville Courthouse Historic

Centre Trust Account. The Trust shall have the right to review the Trust Account at all reasonable times upon reasonable request.

VI. USE OF BRENTSVILLE COURTHOUSE HISTORIC CENTRE PROPERTY BY THE PARTIES

In connection with and for the purposes of implementing the 1. Trust Master Plan and the 2. Operating Plan, the Trust shall develop guidelines for the use of the Brentsville Courthouse Historic Centre by the Trust and by the Parties.

The Parties also agree that, notwithstanding any provision of its Plans and guidelines, while any building or property is under active construction or subject to a contract for construction the County shall be permitted to control the use of that building or property consistent with the provisions of any contract or subcontract for construction in that building or on that property.

VII. FURTHER AGREEMENT REQUIRED TO IMPLEMENT PROVISIONS OF PLANS FOR OPERATION OF THE BRENTSVILLE COURTHOUSE HISTORIC CENTRE

Upon completion of the renovation of existing buildings at the Brentsville Courthouse Historic Centre, the Parties intend that certain programs, to be designed and approved by the Trust, will be operated. This Memorandum of Understanding does not address how those programs will be implemented, or authorize any of the Parties to operate any programs at the Brentsville Courthouse Historic Centre. The Parties contemplate that the Director of Public Works will provide certain staff and other resources to operate the programs established and approved by the Trust, with expenses thereof to be approved in advance by the Trust and paid from the Trust Account, and to the extent that funding for those staff and resources is provided by the Trust Account.

The Parties agree to continue negotiating in good faith to arrive at mutually agreeable terms to accomplish this end.

VIII. TERM; AMENDMENTS

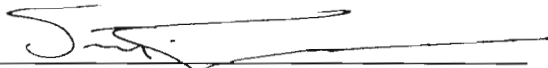
The Term of this Memorandum of Understanding shall be for one year after the date of creation of the Trust by resolution of the Board of County Supervisors, and shall be renewed automatically, unless sooner terminated by resolution of the Board of County Supervisors or by any of the Parties, following one hundred eighty (180) days' written notice to the other Parties of intent to terminate.

Any funds remaining in the Account at the time of termination shall automatically pass to the County to be used only for the Brentsville Courthouse Historic Centre.

This Memorandum of Understanding may be amended from time to time as the Parties deem appropriate, but only by a written instrument signed by all Parties. No amendments shall be effective unless so executed by each Party hereto.

WITNESS the following signatures and seals:

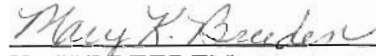
PRINCE WILLIAM COUNTY:


SEAN T. CONNAUGHTON
Chairman, Board of County Supervisors

ATTEST:

PHILLIP CAMPBELL
Clerk to the Board

**FRIENDS OF BRENTSVILLE
COURTHOUSE HISTORIC CENTRE,
INC.**



KAY BREEDEN
Corporate Chairman

ATTEST:



BECKY NOONAN
Corporate Secretary