

AGREEMENT

This services agreement ("Agreement") is made this 6th day of December 2022 by and between the Thomas Jefferson Planning District, with a mailing address of 401 E Water Street Charlottesville VA 22902 (hereinafter "Client"), and Camoin Associates, Inc. (dba Camoin Associates) with a mailing address of PO Box 3547, Saratoga Springs, New York 12866 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Client has solicited the services of an economic development consultant; and

WHEREAS, the Consultant has offered to provide such assistance to the Client as requested,

NOW, THEREFORE, the parties hereby agree as follows:

SCOPE OF SERVICES

1. The Consultant will provide the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate and provide assistance to the Consultant as described in Attachment A.

REMUNERATION

2. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference.
3. The Consultant shall submit invoices to the Client on a monthly basis. The invoices will include a reasonable description of the services provided and the value ascribed to each.
4. Notwithstanding any other provision of this Agreement, the Consultant shall not perform services outside the scope set forth in Attachment A, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
5. Payment is due on all invoices within 30 days of the date of the invoice. Interest will accrue on all overdue invoices at a rate of 18% per annum commencing on the date payment becomes due. Should it be necessary for the Consultant to collect on any overdue invoices, the Client will be responsible for all costs of collection including reasonable attorney fees.
6. In the event Consultant is required to pursue payment of unpaid past due invoices, Client agrees to pay for Consultant's travel costs to and from events related to the collection of the unpaid invoices at the current mileage rate stipulated by the Internal Revenue Service. In addition, Client agrees to pay Consultant for Consultant's time spent attending litigation related meetings and hearings to pursue the collection of Client's unpaid past due invoices at the hourly labor rates set forth in Attachment B.

MISCELLANEOUS

7. The Consultant agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Client or its agents, and that neither the Consultant, nor any of its officers or employees will by reason therefore, make any claim,

demand, or application to or for any right or privilege applicable to an officer or employee of the Client.

8. The sole liability of either party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the services included in the Agreement as Attachment A. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Consultant, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Consultant for the services related to the breach.
9. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided. Notwithstanding the provisions of Paragraphs 8 and 9, in any claim that either party has intentionally harmed the other, the limits on damages in these two paragraphs shall not apply.
10. The allocations of liability under paragraphs 8 and 9 are the agreed and bargained-for understanding of the parties, and compensation for the services included in this Agreement as Attachment A reflects these allocations.
11. The Consultant acknowledges and agrees that neither Consultant nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that the Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
12. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.
13. No remedies or rights conferred upon Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
15. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. Attachment C, TJPDC General Terms and Conditions and Attachment D, Title VI/Nondiscrimination Assurance are incorporated into and made part of this agreement.
16. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the

laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Saratoga County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to the jurisdiction of such courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.

17. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.
18. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.
19. During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit, hire, contract with or engage the employment of an employee of the Consultant (a "Restricted Employee"). In the event Client directly employs or contracts with a Restricted Employee without the consent of the Consultant, the Client shall pay to Consultant as liquidated damages two times the then monthly salary of such Restricted employee for a three-month period of time.
20. Contract between Client and U.S. Economic Development Administration (EEDA") is included as attachment E and provisions from that contract are incorporated by reference

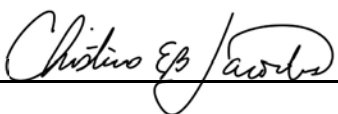
TERM OF AGREEMENT

21. This Agreement shall become effective as of the date first set forth above.
22. This Agreement may be terminated without cause by either party upon 30 days written notice to the non-terminating to the non-terminating party at the address set out in this Agreement.
23. Upon termination, the Client shall reimburse the Consultant for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

AGREED TO:

For Thomas Jefferson Planning District

For Camoin Associates, Inc.

By:  1/10/2023
Christine Jacobs
Executive Director

By:  01 / 10 / 2023
Signature Date
Robert Camoin
President

Contact and email address for invoicing:

remerick@tjpd.org

Phone number for invoicing:

434-422-4821

ATTACHMENT A

Scope of Services

“We”, “Us” and “Our” shall refer to the Consultant, “You” and “Your” shall refer to the Client.

TASK 1: INTERNAL TEAM PROJECT KICK-OFF MEETING

CEDS KICKOFF

We will begin the project with a virtual kick-off meeting between the Camoin Associates and RRRC and TJPDC teams. This internal meeting will be facilitated by representatives from Camoin Associates. The purpose of the meeting will be to initiate and organize the entire project and will be scheduled in advance of a meeting with the broader strategy committee. More specifically, during this session we will:

- Discuss consultant and client roles and responsibilities;
- Review the draft project schedule and establish dates and deadlines for next steps and critical dates;
- Discuss scheduling and approach of outreach efforts;
- Establish a regular project management conference call and project management protocols;
- Discuss the establishment of the CEDS Committee for each region, the composition of its members, its role in the planning process and the need for educating members and stakeholders of the CEDS process; and,
- Discuss eventual plan execution and how to incorporate the organizational and management infrastructure needed for implementation success into the planning process.

Deliverable: Camoin Associates will provide a PowerPoint presentation and one-page summary of the CEDS process, a draft project meeting and presentations schedule, a project management plan (PMP) that includes tasks and Camoin/client roles, and Strategy Committee organizational representation recommendations.

TASK 2: CEDS STRATEGY COMMITTEE KICK-OFF

Once established, the Camoin Associates team will conduct a second virtual CEDS project kick-off meeting with the CEDS Committee and RRRC and TJPDC team to facilitate introductions, review the scope of work, timeline, and roles and responsibilities. During this meeting, members of the Camoin Associates team will facilitate the first of several conversations around the core issues impacting the business climate, resiliency, existing networks, and specific concerns. Building off recent work, planning efforts, and experience, Camoin Associates will pose strategic questions to the group to get them thinking about the issues affecting the region's ability to prepare for and respond to economic disruptions. The questions will look to highlight urgent and emergent issues influencing the Regions coming out of the pandemic and any changes to the situational assessment. The conversation will focus on issues related to economic development opportunities, response to natural and manmade disasters, preparation for future economic disruptions, and addressing market shifts in key industries. This initial conversation is intended to guide project research, additional interviews, and bring up potential challenges early in the project. The group will be asked to think about any specific and actionable projects or initiatives that the CEDS should include as a way to begin the conversation around strategy development. Lastly, the Camoin Associates team will present and discuss the factors that lead to successful strategy execution and the importance of developing the

organizational and management infrastructure and capacity throughout the CEDS planning process.

Deliverable: Information gathered from this session will be incorporated into the final report and guide project research.

TASK 3: SUMMARY OF ECONOMIC CONDITIONS

SUMMARY BACKGROUND

To begin the research process, Camoin Associates will conduct a thorough analysis and update of the region's current economic landscape. We will gather and analyze information that will help identify the region's competitive assets and opportunities for generating additional economic activity. We will assess how the region compares to the state, as well as with the nation where appropriate. For this task area, our team will work with the RRRC and TJPDC staff to collaborate on research and data analysis to meet the project's needs. The data collection effort will align with the requirements of the EDA for a CEDS.

DEMOGRAPHIC AND SOCIOECONOMIC PROFILE

Camoin Associates will develop a demographic and socioeconomic profile for each region that will be used for reference throughout the study. The demographic profile will include existing and projected trends for population distribution by age and income, number of households, median age, as well as race and ethnicity. Camoin will also compile information on labor market size and commuter trends (inflow-outflow) as well as educational attainment and unemployment trends. This data will be compiled by race and age, among other indicators to identify vulnerabilities across different populations. Where appropriate, certain county specific data points will be pulled, and maps provided.

ECONOMIC, INDUSTRY, AND BUSINESS DATA AND TRENDS

This analysis will include an in-depth examination of employment by industry at the 2- to 6-digit NAICS code level (based on what we determine to be most appropriate at the time of the analysis) and assess strength in terms of industry size, past growth, projected growth, location quotient (concentration), and competitiveness (shift-share).

WORKFORCE AND SKILLS

Workforce is the top issue across the country for economic growth. A thorough analysis of supply and demand cannot be a mere glance at job titles or occupation codes. To properly assess the real supply and demand of workforce we must conduct the analysis at the skills level. This analysis will gauge the shape and distinctiveness of the skills/industry clusters that drive the region and how the region performs against its competitors.

PRODUCT AVAILABILITY SNAPSHOT

Camoin will use CoStar, the leader in commercial real estate data, to identify real estate opportunities for development and redevelopment. This snapshot will include vacancy, absorption, an inventory of the condition of the existing stock, and the expected pipeline by land use type.

Deliverable: Through the Summary Background, we will “tell the story” of our data findings (rather than simply present data), and what those findings mean for strategy development. We will also provide a detailed data analysis and methodology as an attachment. This report will be presented to the CEDS Committee to discuss initial findings, examine potential opportunities, and uncover any additional questions to answer through data analysis.

TASK 4: STAKEHOLDER & PARTNER ORGANIZATION ENGAGEMENT

One of the most valuable ways to develop a deep understanding of two region's challenges and opportunities—and to develop solutions to meet those needs—is to involve a sufficiently broad range of internal and external stakeholders as early as possible in the strategic planning process.

Below are several options for engagement work. We will work with you and/or or the committee to understand engagement tactics that have worked well in the past, and how we can customize our approach to maximize the number of individuals and businesses reaches in this process. *The options provided below can be adapted to virtual, in person or hybrid, depending on the preference of the community.*

STAKEHOLDER INTERVIEWS AND FOCUS GROUPS

Interviews and focus groups with economic development professionals, industry leaders, developers, philanthropic groups, representative of public organizations, and non-profit leaders will gauge the current economic development environment. Camoin Associates will look to a committee representative to introduce our team to the interviewees via email or phone contact and to schedule interviews.

VIRTUAL/IN-PERSON OPEN HOUSE

We have adapted our traditional open house model into a virtual engagement tool that allows us to present an overview of information based around key themes and collect targeted information for each topic. These events will commence with a brief presentation followed by an online “tour” of an Open House portal on the project website that will feature approximately 3-4 interactive topic pages where participants will provide input via various tools such as comment boxes, polls, selecting preferred image examples, rating the priority level of potential strategies, placing markers and notes on maps, and others. This can also continue to be an in-person event and align with other on-site work.

ONLINE BUSINESS SURVEY

Surveys will be designed to reach the maximum number of businesses throughout the region to collect additional business intelligence, including understanding of the known and perceived challenges to business operations in the region, current disaster preparedness efforts, employer workforce needs, expansion/contraction plans, and the overall strengths and weaknesses of the region. We anticipate the survey to be distributed electronically through emails/newsletters, housed on county websites, and posted on social media. As needed, we will utilize our contact center to reach businesses by phone to conduct the business survey should response rates be insufficient.

CEDS COMMITTEE

We will maintain ongoing engagement with the CEDS Committee, especially at project milestones to gain consensus and feedback. We will use a variety of digital tools that will help engage the group and drive important discussions. We will interview members 1-1 to gain additional insights into certain industries and regional issues.

Deliverable: Findings from all engagement tasks will inform the final strategy and be included in the final report as appendices.

TASK 5: BUSINESS CLIMATE RESILIENCY INVENTORY

BUSINESS RESILIENCY

Understanding the current system of business networks, ecosystems, and systems that are in place will help identify what must to be done to strengthen it. This task will involve communication with economic development organizations, business leaders, small business support services, and others to understand what is current currently available, who do people tend to rely on, how resources get distributed, and what is still needed within the system.

ENVIRONMENTAL RESILIENCY

We will include information on the environmental, geographic, and natural resource conditions of the region as they pertain to economic resiliency and growth. We will seek input from organizations or groups that are leading the way in this sector to understand efforts that have been taken in the

past and advancements in these plans to understand what future strategies will have the greatest impact on the region.

Deliverable: A Resiliency Analysis that demonstrates industry, business, and environmental vulnerabilities, changes over time, and strategies to mitigate challenges that emerge from the data and our interviews. A separate document outlining resiliency strategies will accompany the complete CEDS document.

TASK 6: SITUATIONAL ASSESSMENT

Moving beyond the traditional SWOT analysis, our team will conduct a meeting of each CEDS Committee to identify what in the current economic development system should be kept, changed, abandoned, or created using the lens of resiliency. This facilitated discussion will get beyond the high-level topics typically discussed around economic development tables and consider the on-the-ground issues that impact the ability for people to prosper, get ahead, and remain resilient in their own lives. The results of the exercise will be incorporated into the CEDS. We anticipate covering the following topics:

- Economic and workforce trends;
- Industry diversification;
- Economic development system capacity;
- Innovation and entrepreneurship;
- Business retention and expansion efforts;
- Infrastructure and transportation;
- Housing and quality of life amenities;
- Education system;
- Family support and childcare;
- Land use planning and zoning;
- Recent regional investment and its role in attracting economic development activity; and,
- Local and regional partners necessary to accomplish economic development goal

Deliverable: We will present our findings of this meeting in a video conference meeting. Feedback from the CEDS Committee will be incorporated into the final document. We anticipate this being an iterative process and that there will be several rounds of discussion before the assessment is finalized.

TASK 7: DEVELOPING STRATEGY CONCEPTS

PRELIMINARY GOALS AND THEMES

We will develop a preliminary set of goals and themes that will drive the implementation strategies for the RRRC, TJPDC and super regional CEDS. The set of goals and themes will be vetted by internal staff and then shared with the committee in advance of interactive workshops, noted below.

CEDS WORKSHOP WITH COMMITTEE

Using the preliminary goals and themes as a starting point, we will use digital tools like Slido or Padlet to host an interactive workshop that will allow participants from the committee to test out concepts, present their ideas, and gather consensus from the group on specific projects or targets for action. In addition to the project type, we will discuss funding opportunities, partnerships, infrastructure needs and timelines. We propose holding two workshops to complete this task with the committee. The first meeting will be to generate all ideas without limitations to gauge the range

of projects that are supported by the group. From that meeting, Camoin Associates will refine and organize the projects into categories that will help the group further clarify the purpose of each project, its role in CEDS implementation, and how the project will contribute to the region's economic development and resiliency goals.

SUPER-REGIONAL STRATEGIES

The second meeting will be a collaborative workshop aimed at building out the super-regional strategies and the role that each organization will play in advancing specific projects. We will examine how funding sources can be leveraged, what gaps need to be filled, and how both organizations can work together over the life span of the CEDS to ensure successful implementation. This workshop will be conducted on-site and can be coordinated with remaining interviews or discussion around implementation.

Deliverable: A vetted summary of themes and goals for RRRC and TJPDC, in addition to super-regional strategies.

TASK 8: DRAFT COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

DRAFT COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY REPORT AND ACTION PLAN

This draft will detail the region's strategic focus areas with action-oriented language to demonstrate how the region can leverage opportunities with the greatest potential. A digital copy of this draft report will be delivered to the committee. The CEDS will include an Action Plan Matrix; this is your implementation tool, which will serve not only as a broad plan reflecting the region's economic development intentions but also as a concise document to be frequently referenced by staff and key implementers in day-to-day operations. Each action proposed in the matrix will have related partners, timeframe, costs, resources, and outcome metrics to track progress over time. We will work closely with project stakeholders to develop the matrix using a format and layout that best meets your needs. The super-regional strategies will be incorporated as a stand-alone chapter for use by both organizations.

PERFORMANCE MEASURES

As a segue to implementation, Camoin Associates will work with RRRC and TJPDC to develop a series of metrics to evaluate the performance of the strategy implementation. We see three essential conditions that must be met for the metrics system to be fully functional: (1) the metrics and benchmarks must be highly relevant, i.e. specific to the goals and strategies enumerated with a reasonable logic model that ties actions to outcomes, (2) they must be easily attainable, i.e. not excessively expensive or requiring copious amounts of staff time to manage, and (3) they must be consistent over time, meaning that a single data point must be consistently reported and recorded from one time period to the next.

Deliverable: Draft CEDS report with Action Plan Matrix. The format will be digital and print ready file.

TASK 9: FINALIZING THE PLAN

FINAL STRATEGY DOCUMENT AND COMMUNICATION MATERIALS

Based on the committee's advisement, we will incorporate revisions into the document, Action Plan Matrix and Implementation Playbook. At this stage, we will develop a concise executive summary that will serve as an introduction to the Comprehensive Economic Development Strategy (CEDS). This summary will be written for a general audience and use graphics where appropriate. An electronic draft of this summary document will be provided to the committee and revised based on comments received via email and during Project Management calls.

If required by the EDA, Camoin Associates will package the CEDS for the statutory 30-day public comment period prior to submission to the Economic Development Administration (EDA). With RRRC and TJPDC, we will compile and respond to comments as appropriate. Camoin Associates will present the final components at an appointed meeting/venue to enable the RRRC AND TJPDC to adopt the CEDS. We will work with you to determine the ideal participants and meeting format so that this is not just a perfunctory presentation but a session that drives you towards implementation. We will also hold a meeting/work session with the staff and the CEDS Committee to debrief, incorporate any final input, and prepare all for the launch into implementation.

Deliverable: Presentation and final draft of the CEDS and a visually appealing version of the executive summary. An electronic copy that is print ready will be provided by email.

ATTACHMENT B

Compensation and Payment

As remuneration for the scope of services attached as Attachment A, the Client shall pay the Consultant a fixed fee of EIGHTY THOUSAND DOLLARS (\$80,000.00), such fee to include all labor, expenses, travel time, and mileage. The Fee for Services provided under this Agreement will be allocated and charged monthly on a progress-to-completion basis.

a. Hourly labor rates January 1 through December 31, 2022

President / Senior VP	\$285.00 per hour
Principal	\$225.00 per hour
Senior Professional	\$165.00 per hour
Professional	\$125.00 per hour
Rate in travel status	\$85.00 per hour (all personnel)

Rates and fees are subject to adjustment annually with 30 days' notice and approval by the Client

- b. Travel by private automobile will be charged at the maximum federal reimbursement rate per mile.
- c. All other expenses (e.g. purchase of proprietary data, travel related expenses, etc.) will be charged at cost.

Attachment C

TJPDC Contractual Agreement Template – General Terms & Conditions – 2022

1. Hold Harmless Provision

Contractor agrees to indemnify, defend and hold harmless TJPDC and its members, the Commonwealth of Virginia, their employees, officers and agents from all damages, costs, suits, actions, or claims of any kind, including attorneys' fees, brought on account of any personal injuries, damages, or violations of rights sustained by any person or property in consequence of any neglect in performance of work related to this agreement or on account of any act or omission by Contractor or its employees or agents, or from any claims or amounts arising from violation of any law, ordinance, regulation or decree.

2. Employment Discrimination Prohibited

During the performance of this contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Drug Free Workplace

During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

4. Immigration Control and Reform Act

Contractor certifies that it does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

5. Virginia State Corporation Commission

If required by Titles 13.1 or 50 of the Virginia Code, or by other law, Contractor shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or is registered as a registered limited liability partnership. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms

of the contract. If Contractor fails to remain in compliance with the provisions of this section, the contract may be voided by TJPDC.

6. Payment of Sub-contractors

Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to Contractor by TJPDC for work performed by any sub-contractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Contractor is obligated to pay interest to the sub-contractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by Contractor of payment from TJPDC for work performed by the sub-contractor under the contract, except for amounts withheld as allowed above in Subsection b. . Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

Contractor shall include in each of its subcontracts a provision requiring each sub-contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub-contractor.

Contractor's obligation to pay an interest charge to a sub-contractor pursuant to the above provisions may not be construed to be an obligation of TJPDC. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Additional Provisions for Federally-Funded Contracts

1. Minority Business Enterprise/Women's Business Enterprise/Labor Surplus Requirements (2 C.F.R. § 200.231).

Contractor agrees to take affirmative steps in letting any subcontracts to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including the following:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2. Contract Work Hours and Safety Standards Act (Appendix II Subsection (E), 29 C.F.R. § 5.5(a)).

- a. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph a of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph a of this section.
- c. Withholding for unpaid wages and liquidated damages. Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph b of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs a through c of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs a through d of this section.

As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

3. Domestic Preference (Appendix II to Part 200, Subsection (L) referencing 2 CFR § 200.322).

Contractor agrees to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in selecting subcontractors, materialmen, and vendors to provide work or products furnished under the contract.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4. Recovered Materials Requirement (Appendix II to Part 200, Subsection (J) referencing 2 CFR § 200.323).

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the successful Bidder determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable; or (3) are only available at an unreasonable price.

These requirements shall apply to items purchased where: (1) Contractor purchases in excess of \$10,000 of the item; or (2) during the preceding Federal fiscal year, Contractor: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a federal agency, state agency, or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

5. Equal Opportunity Clause and Certification (Appendix II to Part 200, Subsection (C); 41 C.F.R. §§ 60-1.4(b), 1.7(b)(1)).

a. Contractor agrees to comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provisions set forth at 41 C.F.R. § 60.1.4(b) are incorporated herein by reference. Contractor further agrees to include the equal opportunity clause provisions in each nonexempt subcontract.

b. By signing the contract, Contractor certifies the following:

Contractor has, has not, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that Contractor has, has not, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

6. Nonsegregated Facilities (Appendix II to Part 200, Subsection (C); 41 C.F.R. § 60-1.8).

Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on

the basis of race, color, religion, sex, or national origin cannot result. Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

7. Byrd Anti-Lobbying Certification (Appendix II to Part 200, Subsection (I); Appendix A to 49 C.F.R. 20).

By signing the contract, Contractor certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. 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 this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. Contractor shall require that the language of this 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification 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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Appendix II to Part 200; Subsection (H); 2 C.F.R. § 180.335).

- a. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this section, are defined in 2 CFR Parts 180 and 1200. "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with Contractor or other Lower Tier Participants (such as subcontractors and suppliers).
- b. By signing the contract, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(ii) of this certification; and
 - iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- c. The certification in this section is a material representation of fact upon which reliance was placed when TJPDC determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, Contractor may terminate the contract for default.
- d. Contractor shall provide immediate written notice to TJPDC if Contractor learns at any time that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by TJPDC.
- f. Contractor further agrees that it will include the certification in Paragraph b, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under Paragraph e, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, TJPDC may terminate the contract for cause or default.
9. Compliance with the Cargo Preference Act (46 C.F.R. § 381.7(b)).

The following provisions are only applicable when materials or equipment are acquired and have been transported by ocean vessel. They do not apply when materials or equipment used that are obtained from the existing inventories of suppliers and contractors.

- a. Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved,

whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- b. Contractor agrees to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph a of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- c. Contractor agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to the contract.

10. Compliance with Environmental Regulations (Appendix II to Part 200, Subsection (G)).

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to TJPDC and the Regional Office of the Environmental Protection Agency (EPA).

11. Compliance with Davis-Bacon Act (Appendix II to Part 200, Subsection (D)).

- a. Contractor certifies that all laborers and mechanics employed by it or by any subcontractors are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, an amended, 40 U.S.C. §§ 3141-3148 as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. Contractor also agrees to pay wages not less than once a week.
- b. If the certification described in Subsection (a) cannot be provided, Contractor agrees to provide a project employment and local impact report detailing:
 - i. the number of employees of contractors and sub-contractors working on the project;
 - ii. the number of employees on the project hired directly and hired through a third party;
 - iii. the wages and benefits of workers on the project by classification; and
 - iv. whether those wages are at rates less than those prevailing.

Contractor agrees to maintain sufficient records to substantiate all information reported pursuant to this subsection.

12. Compliance with Copeland Act (Appendix II to Part 200, Subsection (D)).

Contractor agrees to comply with the requirements of the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145 as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, which are incorporated herein by reference.

13. False or Fraudulent Statements or Claims (31 U.S.C. § 3802).

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, applies to its actions pertaining to the contract. Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract.

14. Examination and Retention of Records (10 C.F.R. § 600.242).

TJPDC and any of its duly authorized representatives shall, until three years after final payment under the contract, have access to and the right to examine any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

15. Termination for Cause and for Convenience (Appendix II to Part 200, Subsection (B)).

- a. Termination for Cause. TJPDC will provide Contractor with written notice of any breach of the contract along with a request that Contractor cure the breach within 14 days of the date of the notice. In the event a breach remains uncured after the 14-day period, TJPDC may terminate the contract for cause by written order issued seven days after the expiration of the cure period. In the event the contract is terminated for cause, TJPDC may take any or all of the following actions:
 - i. Require Contractor to deliver any work described in the notice of termination;
 - ii. Take over the work and prosecute the same to completion by contract or otherwise with Contractor being liable for any additional cost incurred by TJPDC; and
 - iii. Withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to RRRC by Contractor.
- b. Termination for Convenience. TJPDC may, at any time, terminate the contract for its convenience and without cause by sending written notice to Contractor at least 10 days prior to termination without prejudice to any other available remedies. If the contract is terminated under this subsection, Contractor shall be paid for the following:
 - i. All completed work furnished to the satisfaction of TJPDC prior to the date of termination.
 - ii. With respect to unfinished or incomplete work, all expenses from furnishing services, labor, materials, and equipment for such work prior to the date of termination.
 - iii. A fair and reasonable amount for overhead and profit attributable to the items described above in Subsections (i) and (ii).

16. Compliance With Other Applicable Federal Laws and Regulations.

Contractor agrees to comply with all applicable requirements of (a) Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2001d-1, *et seq.*, and the implementing regulations at 31 C.F.R. Part 22; (b) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; (c) the Age Discrimination Act of 1975, 42 U.S.C. § 6101, *et seq.*, and the implementing regulations at 31 C.F.R. Part 23; and (d) 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Charlottesville/Albemarle Metropolitan Planning Organization
TITLE VI / NONDISCRIMINATION ASSURANCE
(DOT Order No.1050.2A)

The **Charlottesville/Albemarle Metropolitan Planning Organization**, (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the *Federal Highway Administration*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation – Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurance

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Charlottesville/Albemarle Metropolitan Planning Organization** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

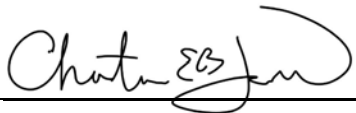
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the **Charlottesville/Albemarle Metropolitan Planning Organization** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *FHWA* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by *FHWA*. You must keep records, reports, and submit the material for review upon request to *FHWA*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **Charlottesville/Albemarle Metropolitan Planning Organization** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-Aid Highway Program*. This ASSURANCE is binding on the *Commonwealth of Virginia*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the *Federal-Aid Highway Program*.

Charlottesville/Albemarle Metropolitan Planning Organization

by  _____

Christine Jacobs, Interim Executive Director

DATED 9/16/2021

Attachment E

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

NON-CONSTRUCTION PROJECTS: Economic Adjustment Assistance, Short Term Planning, and Technical Assistance Programs under Sections 203, 207 and 209 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3143, 3147 and 3149

Project Title: CEDS Development	
Recipient Name: Thomas Jefferson Planning District Commission, Charlottesville, VA	Project Number: 01-69-15253

1. This EDA Award supports the work described in the approved final scope of work, which is attached as Exhibit 1 and is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.
2. The Recipient Contact's name, title, address, and telephone number are:

Ms. Christine Jacobs Executive Director Phone: (434)979-1597 Email: cjacobs@tjpd.org	Thomas Jefferson Planning District Commission 401 E Water Street PO Box 1505 Charlottesville, VA 22902-1505
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Linda Cruz-Carnall Regional Director Phone: (215) 597-4603 Fax: (215) 597-1063 Email: lcruz-carnall@eda.gov	Economic Development Administration Philadelphia Regional Office Robert N.C. Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Marguerite McGinley Area Director, Investment Development Team Phone: (215)597-8822 Email: mmcginley@eda.gov	Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107
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5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

David Cohen Economic Development Specialist Phone: (267) 314-3564 Email: dcohen@eda.gov	Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107
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6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation;
- Authorized Scope of Work (Exhibit 1)
- Authorized Staffing Plan (Exhibit 2)
- Authorized Performance Measures (Exhibit 3)
- Instructions on how to enroll and access funds in ASAP (Exhibit 4).

Should there be a discrepancy among these documents, the Specific Award Conditions (this document), including any attachments, shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Return of Executed Financial Assistance Award	No later than 30 calendar days after receipt of Form CD-450/CD-451
Authorized Award End Date.....	18 months from Date of Award
Submission of Final Project Progress Report	No later than 120 calendar days from the Award End Date
Submission of Final Financial Documents (SF-425).....	No later than 120 calendar days from the Award End Date

The Recipient shall diligently pursue the development and implementation of the project upon receipt of the EDA Award so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event which could substantially delay meeting any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338–200.342, as applicable.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

- A. AWARD DISBURSEMENTS: Reimbursement basis only.** EDA will make disbursements using the Department of Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation required by ASAP. Complete information concerning the ASAP system may be obtained by visiting www.fms.treas.gov/asap.

In order to receive disbursements, the Recipient must submit a “*Request for Reimbursement*” (Form SF-270 or any successor form) for the applicable period electronically to the Project Officer, who will review and process the request.

Please note that prior to the initial disbursement, the Recipient must complete the attached Form SF-3881 (or any successor form) “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA’s Accounting Office by FAX at (301) 528-3675. (*FAX is required to secure confidentiality of sensitive information.*) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

- a. Project Progress Reports:* The Recipient agrees to provide the Project Officer with project progress reports, which will communicate the important activities and accomplishments of the Project, on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Reports are due no later than 1 month following the end of the semi-annual period.

Performance progress reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise, clear format, and containing the following information in no more than 3-6 pages in length:

- i. Provide a clear, concise overview of the activities undertaken during the semi-annual reporting project period;
- ii. Document accomplishments, benefits, and impacts that the project and activities are having. The Recipient should note where activities have led to specific outcomes such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events that would highlight the benefits of the EDA investment;
- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next semi-annual reporting period;

- v. Outline challenges that currently impact or could impact progress on the Award over the next semi-annual reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where EDA assistance is needed to support the project or any other key information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA’s website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update progress made during the award period that will mitigate need and advance economic development;
 - ii. Provide a high-level overview of the activities undertaken;
 - iii. Detail lessons learned during the project period that may be of assistance to EDA or other communities undertaking similar efforts;
 - iv. Outline the expected and actual economic benefits of the project as of the time that the report is written; and
 - v. Any other key information from the project.
- b. *Financial Reports*: The Recipient shall submit a “*Federal Financial Report*” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing this form are available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. Reports are due no later than 1 month following the end of the semi-annual period.

A final Form SF-425 must be submitted no more than 120 calendar days after the expiration date of the Award (*i.e.*, the Award End Date specified on the Form CD-450 or a subsequently executed Form CD-451). Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Financial Assistance Award (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200.

Line Item Budget:

- A. Under the terms of the Award, the total approved/authorized budget is:

Federal Share (EDA)	\$80,000.00
Non-Federal Matching Share	\$20,000.00
Total Project Cost	\$100,000.00

- B. Under the terms of this Award, the total approved line item budget is:

Personnel	\$14,313.00
Fringe Benefits	\$629.00
Travel	\$165.00
Contractual	\$81,000.00
Other	\$250.00
Total Direct Charges	\$96,357.00
Indirect Charges	\$3,643.00
TOTAL	\$100,000.00

10. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, based on the area's grant rate eligibility at the time of award, whichever is less.
11. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project.
12. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:
- The first is the pay.gov website. This option allows the payee to pay EDA through the internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
 - The second is paper check conversion. All checks must include on their face the name of the DOC agency funding the award, the award number, and a description of no more than two words identifying the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer the file to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

- 13. PLANNING COORDINATION:** In keeping with regional economic development principles, the Recipient should coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and Urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
- 14. PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.326. All contracts for services to perform portions of the Authorized Scope of Work must conform to these principles.
- 15. NONRELOCATION:** By accepting this Award of financial assistance, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation or the movement of existing jobs from one region to another region in competition with those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of the Award for convenience or cause (which may include the establishment of a debt requiring the Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.

- 16. REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:
- i. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
 - ii. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
 - iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.

- 17. SIMPLIFIED ACQUISITION THRESHOLD:** In accordance with OMB Memorandum M-18-18 (June 20, 2018), the Simplified Acquisition Threshold (see 2 C.F.R. § 200.88) and Micro-purchase Threshold (see 2 C.F.R. § 200.67) applicable to this Award are \$250,000 and \$10,000, respectively. The Recipient may utilize Small Purchase Procedures or Procurement by Micro-purchases, as applicable, for purchases below these thresholds (see 2 C.F.R. § 200.320).
- 18. TECHNICAL ASSISTANCE TO BUSINESSES:** Any technical assistance offered to businesses under this Award shall be as widely advertised and accessible to potentially benefitting businesses as is reasonably permitted by the EDA Project Scope of Work and Budget. The Recipients shall maintain adequate documentation of any technical assistance offered and/or provided to benefitting businesses under this Award.
- 19. RECIPIENT'S DUTY TO REFRAIN FROM EMPLOYING CERTAIN GOVERNMENT EMPLOYEES:** For the two-year period beginning on the date the EDA executes this Award, the Recipient(s) agrees that it will not employ, offer any office or employment to, or retain for professional services any person who, on the date the EDA executes this Award or within the one-year period ending on that date:

- a. Served as an officer, attorney, agent, or employee of the Department of Commerce; and

- b. Occupied a position or engaged in activities that the Assistant Secretary of Commerce determines involved discretion with respect to the Award of Investment Assistance under PWEDA.

The two-year period and associated restrictions referenced above also shall apply beginning on the date the EDA executes any cost amendment to this Award that provides additional funds to the Recipient(s).

20. PERFORMANCE MEASURES REQUIREMENTS: The Semi-Annual Program Outputs Questionnaire for EDA Grantees (Non-infrastructure programs) (Form ED-916) must be submitted by Recipient to EDA on a semi-annual basis during the period of performance of this Award, or as otherwise directed by EDA. EDA will provide Recipient with the first electronic Outputs Questionnaire approximately six months after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide Recipient subsequent electronic Outputs Questionnaires approximately every six months thereafter through the end of the period of performance, or any portion thereof if applicable. Recipient must complete and submit to EDA each electronic Outputs Questionnaire within 30 days of receipt.

The Annual Capacity Outcomes Questionnaire for EDA Grantees Serving Clients (Non-Infrastructure Programs) (Form ED-917) or the Annual Capacity Outcomes Questionnaire for EDA Grantees not Serving Clients (Non-infrastructure programs) (Form ED-918) must be submitted by Recipient to EDA on an annual basis for five years, or as otherwise directed by EDA. If Recipient will directly serve clients (i.e. beneficiaries) under the Authorized Scope of Work, Recipient must submit Form ED-917; if Recipient will not directly serve clients under the Authorized Scope of Work, Recipient must submit Form ED-918. (Recipient should consult the above-listed project officer if Recipient is unsure whether activities in the Authorized Scope of Work constitute serving clients.) Recipient will automatically receive whichever Outcomes Questionnaire is most appropriate, as determined by the EDA project officer, for the Authorized Scope of Work. EDA will provide Recipient with the first electronic Outcomes Questionnaire approximately one year after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide Recipient subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 30 days of receipt.

EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance of this Award. Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). Recipient must collect sufficient data and retain sufficient documentation to enable Recipient to complete required GPRA Reports. Failure to submit to EDA required GPRA Reports might adversely impact the ability of the Recipient to secure future funding from EDA.

21. REQUIREMENTS FOR COMPREHENSIVE ECONOMIC

DEVELOPMENT STRATEGIES: The Scope of Work for this Project includes the preparation of a Comprehensive Economic Development Strategy (“CEDS”). In undertaking that task, the Recipient shall, and agrees to, comply with EDA’s regulations regarding the preparation of CEDS at 13 C.F.R. §§ 303.6 and 303.7.

22. WASTE, FRAUD AND ABUSE: Consistent with 2 CFR part 200, Recipient’s key personnel will take a training on preventing waste, fraud and abuse as provided with this Award Package. Key personnel include those responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors or sub-grantees (for financial matters and/or general oversight related to this Project). Within sixty calendar days of accepting the EDA Financial Assistance Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all Recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter “Fraud Schemes”), such as but not limited to:

1. false claims for materials and labor,
2. bribes related to the acquisition of materials and labor,
3. product substitution,
4. mismarking or mislabeling on products and materials, and
5. time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

EXHIBIT 1

Authorized Scope of Work

The Thomas Jefferson Planning District Commission (TJPDC) will take the lead to administer and facilitate the CEDS process and will be responsible for forming and managing the CEDS committee and ensuring adherence to EDA guidelines for developing a compliant CEDS document. While the TJPDC will serve as lead organization, our member local governments, institutions of higher education, chambers of commerce, businesses, and other regional partners will help identify critical stakeholders to serve on the CEDS committee. The TJPDC will ensure that the CEDS committee is diverse and include multi-sector participation, leveraging a strong existing leadership network.

The TJPDC commits to lead the process in compliance with the requirements for a CEDS pursuant to 13 C.F.R. § 303.7. The CEDS will incorporate, at minimum, the following chapters/sections:

- Summary Background: Create a summary background of economic conditions in the Region;
- SWOT Analysis: Perform an in-depth SWOT Analysis to identify regional strengths, weaknesses, opportunities, and threats;
- Visioning and Goal-Setting: Establish, through a process of gathering input and cooperative visioning efforts, regional goals and objectives for the area to include regional geography and identifying investment priorities and funding sources;
- Strategic Projects, Programs, and Activities: Construct a Strategic Direction/Action Plan incorporating tactics identified through the planning process, other plans, stakeholder feedback, and data analysis to develop the priority strategies for the Region;
- Recovery and Resilience: Incorporate recovery and resilience planning throughout the CEDS plan that focuses on managing the effects of disasters (natural or otherwise), pandemics, and environmental impacts on the local economy;
- Performance Measures: In order to ensure effective long-term use of the CEDS and the effective use of EDA and other resources, the CEDS will identify performance measures to evaluate the implementation of the CEDS and the impact on the regional economy.

Specific tasks to be undertaken include, but are not limited to:

Task 1-Project Organization

1. A TJPDC CEDS committee will be established, and it will be charged with steering the direction of the TJPDC-CEDS Plan.
2. The TJPDC, through joint procurement with the Rappahannock-Rapidan Regional Commission (RRRC) will issue a solicitation to hire an economic development consultant to assist with research, data collection, analysis, strategic opportunities, and plan development.

3. The TJPDC will provide project oversight and direction throughout the region-specific CEDS plan development.

Task 2- Project Management and Coordination

1. The TJPDC staff, at the direction of the Committee, will work with the selected consultant to develop timelines, establish deadlines, and establish a stakeholder engagement plan.
2. TJPDC staff and consultants will coordinate with partner agencies and stakeholder groups to gather input. The TJPDC will coordinate stakeholder engagement to be facilitated by the consultant.
3. The consultant will develop informational materials related to stakeholder outreach and data collection to be shared on the TJPDC's website. Electronic meetings and survey instruments will be utilized, as necessary.

Task 3- Data Gathering/Analysis

1. The consultant will collect and analyze community demographic and economic information; review and analyze infrastructure status; ascertain regional, national, and international economic trends and relationships; and prepare a summary showing key indicators. Small, women, and minority business-owned enterprises will be focused on as a specialized economic development interest.
2. The consultant will collect and analyze disaster (natural or otherwise) and pandemic impacts related to the local economy; resiliency will be prioritized for specific strategic planning.
3. Through a SWOT analysis, the consultant will identify economic and community strengths, weaknesses, opportunities, and threats within the Region. Comparisons will be provided to nearby and similar national economic regions. The SWOT analysis will include:
 - a. Area Overview: This section will analyze the current conditions, trends, and issues that will affect the regional economy.
 - b. Regional Resources: This section will discuss the economic development resources and entities available in the Region.
 - c. Regional Needs: This section will discuss the needs identified by the relevant stakeholders and the TJPDC-CEDS Committee.

Task 4 – Vision and Strategy Development

1. Develop a Regional Vision and Goals: This section will include new CEDS goals and objectives as recommended by the TJPDC-CEDS Committee. The purpose of this section is to answer the question, "Where do we want to be in the next ten to twenty years?" The goals and objectives included in this section are intended to further the Region's progress towards its vision statement.
2. Create an Action Plan: The Action Plan will identify activities that will move the Region toward fulfilling the identified goals and vision. The programs and activities should be prioritized and will include an implementation schedule.
3. Develop an Evaluation Plan: The Evaluation Plan will describe the Partner Agencies' process to evaluate the Region's progress in achieving the economic development goals.

It will also include performance measures and metrics used to assess the progress and identify activities that no longer support the Region's overall mission.

4. Identify common traits that span into adjacent regions that present a unique opportunity to incorporate super-regional strategies to support TJPDC's neighbors' economic goals. The Rappahannock-Rapidan Regional Commission, a neighbor of the TJPDC's, is also applying for funding to create a CEDS. The two regions will coordinate their CEDS work to identify joint opportunities and leverage the respective strengths and advantages of the neighboring region.

Task 5 – Preparation of CEDS Document

1. The consultant will assemble goals and strategies into a Draft Comprehensive Economic Development Goals and Strategy document that will include:
 - a. A description of each strategy;
 - b. Identification of each entity responsible for strategy implementation;
 - c. Quantification of costs and feasibility, if adequate information is available;
 - d. Estimated effects of strategy implementation;
 - e. A list of possible next steps, including timelines for implementation of each strategy.

Recommendations and conclusions will be included in the CEDS.

1. The TJPDC-CEDS document must satisfy the requirements of the Economic Development Administration (EDA) pursuant to 13 C.F.R. § 303.7. to include resiliency and recovery in the face of disasters, COVID-19 pandemic, and other economic disruptions in our changing economy. Resilience and recovery will be infused throughout the CEDS plan.
2. Final documents and presentations will be prepared for the TJPDC-CEDS committee and be presented to stakeholder agencies.

Title	CEDS
File name	Contract - CEDS - ...2023 - signed.pdf
Document ID	0947bce24acd34960c837b769638825016780354
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	01 / 10 / 2023 18:28:44 UTC	Sent for signature to Robert Camoin (rcamoin@camoinassociates.com) from eteets@camoinassociates.com IP: 107.77.203.145
 VIEWED	01 / 10 / 2023 19:01:25 UTC	Viewed by Robert Camoin (rcamoin@camoinassociates.com) IP: 68.14.130.157
 SIGNED	01 / 10 / 2023 19:01:56 UTC	Signed by Robert Camoin (rcamoin@camoinassociates.com) IP: 68.14.130.157
 COMPLETED	01 / 10 / 2023 19:01:56 UTC	The document has been completed.