Thomas Jefferson Planning District Commission

Regional Vision ▪ Collaborative Leadership ▪ Professional Service

Thomas Jefferson Planning District Commission
Thursday, November 2, 2023 at 7 pm
In-Person Meeting
Water Street Center, 407 E. Water Street
Charlottesville, VA 22902

AGENDA

Join Zoom Meeting:
https://us02web.zoom.us/j/85768084197
Meeting ID: 857 6808 4197
By call-in: 1(301) 715-8592#

1.	**Call to Order**	7:00 – 7:00
	a. Call to Order, Roll Call – *Chair Gallaway, Ruth Emerick*	
	b. Vote to Allow Electronic participation, if needed – *Ruth Emerick*	
2.	**Matters from the Public**	7:00 – 7:10
	a. Comments by the public are limited to no more than 2 minutes per person.	
	b. Comments provided via email, online, web site, etc. *(Read by Ruth Emerick)*	
3.	**Presentations**	
	a. TJPDC FY23 Financial Audit – David Foley – Robinson, Farmer, Cox Associates	7:10 – 7:30
4.	*** Consent Agenda**	7:30 – 7:30
	Action Items:	
	a. * Minutes of October 5, 2023 Meeting	
5.	**New Business**	
	a. * September and Quarter One Financial Reports – *Laura Greene*	7:30 – 8:00
	i. September Dashboard Report	
	ii. September Consolidated Profit & Loss Statement	
	iii. September Comparative Balance Sheets	
	iv. September Accrued Revenue Reports	
	v. Quarter One Consolidated Profit & Loss Statement	
	b. *Virginia Department of Health – Direct to Partner Initiative (D2PI) for the Septic Well Assistance Program (SWAP) – *Isabella O'Brien*	
	i. Staff Memo	
	ii. Template Agreement	
	c. *Town of Mineral Comprehensive Plan Support – *Curtis Scarpignato*	
	i. Scope of Work	
	ii. Draft Memorandum of Understanding	
6.	**Old Business**	
	a. *Resolution of Support for Additional State Funding for Planning District Commissions– *David Blount*	8:00 – 8:05
7.	**Executive Director's Report**	8:05 – 8:15
	a. Monthly Report	
8.	**Other Business**	8:15 – 8:45
	a. Roundtable Discussion by Jurisdiction	
	b. Next Meeting – December 7, 2023, Items for Next Meeting:	
	i. 2024 Calendar of Meetings	
	ii. Transit Governance Study Update/Draft Final Report with Consultants	
	iii. Watershed Improvement Program (WIP) Update	
	iv. CEDS Business Survey and Resilience Toolkit	
9.	*__ADJOURN__	8:45

Designates Items to be Voted On

TJPDC fully complies with Title VI of the Civil Rights Act of 1964 in all programs and activities. TJPDC provides reasonable accommodations for persons who require special assistance to participate in public involvement opportunities. For more information, to request language translation or other accommodations, or to obtain a Discrimination Complaint Form, contact Lucinda Shannon at (434) 979-7310, lshannon@tjpdc.org or visit the website www.tjpdc.org.

TJPD Commissioners	
Ned Gallaway, Chair	Albemarle County
Jim Andrews	Albemarle County
Tony O'Brien, Vice Chair	Fluvanna County
Keith Smith, Treasurer	Fluvanna County
Dale Herring	Greene County
Andrea Wilkinson	Greene County
Tommy Barlow	Louisa County
Rachel Jones	Louisa County
Jesse Rutherford	Nelson County
Ernie Reed	Nelson County
Michael Payne	City of Charlottesville
Philip d'Oronzio	City of Charlottesville

TJPDC Staff	
Christine Jacobs	Executive Director
David Blount	Deputy Director
Ruth Emerick	Chief Operating Officer
Laura Greene	Finance Director
Sandy Shackelford	Planning and Transportation Director
Lucinda Shannon	Senior Regional Planner
Sara Pennington	TDM Program Manager
Ryan Mickles	Regional Transportation Planner
Curtis Scarpignato	Regional Transportation Planner
Laurie Jean Talun	Regional Housing Grants Manager
Lori Allshouse	VATI Program Director
Gorjan Gjorgjievski	VATI Administrative Assistant
Isabella O'Brien	Regional Environmental Planner
Otis Collier	BRCTB Compliance Agent
Gretchen Thomas	Administrative Assistant
Davy Sells	AmeriCorps VISTA Member - Housing

Thomas Jefferson
Planning District Commission
Regional Vision ▪ Collaborative Leadership ▪ Professional Service

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION (TJPDC)
Minutes, October 5, 2023

COMMISSIONERS PRESENT	IN PERSON	REMOTE	STAFF PRESENT	IN PERSON	REMOTE
Albemarle County			Christine Jacobs, Executive Director		x
Ned Gallaway, Chair	x		David Blount, Deputy Director	x	
Jim Andrews	x		Ruth Emerick, Chief Operating Officer	x	
Fluvanna County			Lucinda Shannon, Senior Regional Planner	x	
Tony O'Brien, Vice Chair	x		Gorjan Gjorgjievski, VATI Administrative Assistant		x
Keith Smith, Treasurer		x			
Greene County					
Dale Herring					
Andrea Wilkinson		x			
Louisa County					
Tommy Barlow	x				
Rachel Jones	x				
Nelson County					
Ernie Reed	x		**GUESTS/PUBLIC PRESENT**		
Jesse Rutherford	x				
City of Charlottesville					
Philip d'Oronzio	x				
Michael Payne	x				

1. CALL TO ORDER:

a. Call to Order, Roll Call:

The Thomas Jefferson Planning District Commission (TJPDC) Commission Chair, Ned Gallaway, presided and called the meeting to order at 7:00 pm. Ruth Emerick took attendance by roll call and certified that a quorum was present.

b. Vote to Allow Electronic Participation:

The in-person Commissioners considered allowing remote participation for the following Commissioners per the Commission's remote participation policy: Keith Smith participated from

Fluvanna County, VA for a medical reason, and Andrea Wilkinson participated from Greene County, VA for a personal matter.

Motion/Action: On a motion by Jesse Rutherford, seconded by Rachel Jones, the Commission unanimously allowed Keith Smith and Andrea Wilkinson to participate remotely at the October 5, 2023 meeting.

c. **Welcome to TJPD Commission:** Charlottesville Planning Commissioner Philip d'Oronzio has been appointed to the TJPD Commission.

2. Matters from the Public:

a. **Comments by the Public:** None.

b. **Comments provided via email, online, web site, etc.:** None.

c. **Public Hearing**: Proposal for providing universal broadband access

Deputy Director David Blount shared that following the Commission's acceptance in September of an unsolicited proposal for fiber network expansion for universal broadband access from Firefly Fiber Broadband, TJPDC had provided public notice and a request for proposals under the Commission's Public-Private Education Facilities and Infrastructure Act guidelines. No competing proposals were received.

Chair Gallaway opened the public hearing at 7:05 pm. There were no comments from the public. The public hearing was closed.

Motion/Action: On a motion by Jesse Rutherford, seconded by Tony O'Brien, the Commission unanimously approved the resolution to approve a proposal for providing broadband access.

3. PRESENTATIONS:

a. **TJPDC Regional Transit Governance Study Update**

Senior Regional Planner Lucinda Shannon provided an update on the Regional Transit Governance Study, which is a follow up to the Transit Vision Plan conducted in the prior year. Next steps in the study include gaining consensus around feasible options for governance structure, identifying potential funding sources, and identifying next steps for implementation planning.

4. CONSENT AGENDA: Action Items

a. **Minutes of September 7, 2023 Meeting**

Motion/Action: On a motion by Tony O'Brien, seconded by Ernie Reed, the Commission unanimously approved the September 7, 2023 meeting minutes as presented, with abstentions by Keith Smith, Tommy Barlow, Rachel Jones, Jesse Rutherford, and Philip d'Oronzio.

b. August Financial Reports

Motion/Action: On a motion by Jesse Rutherford, seconded by Tony O'Brien, the Commission unanimously accepted the monthly financial reports as presented, with one abstention by Philip d'Oronzio.

5. NEW BUSINESS:

a. Department of Housing and Community Development (DHCD) Annual Funding Contract

David Blount provided an update on the annual funding received through the Virginia Department of Housing and Community Development and the associated work plan and contract.

b. Virginia Association of Planning District Commission (VAPDC) Funding Request

David Blount shared that the VAPDC has been working on a request to the current Administration for additional funding for the Commonwealth's planning district commissions, and that a letter/resolution of support would be brought to the Commission next month.

6. OLD BUSINESS:

a. FY24-28 Agency Strategic Plan

Ruth Emerick reviewed the strategic planning process for the Fiscal Year 2024-2028 Strategic Plan. No additional feedback or comments were received.

Motion/Action: On a motion by Ernie Reed, seconded by Jim Andrews, the Commission unanimously adopted the TJPDC FY24-28 agency strategic plan, with one abstention by Philip d'Oronzio.

b. FY25 Projected Operating Budget

David Blount presented the draft FY25 Projected Budget, which included minor changes such as funding from the Southeast Regional Crescent Commission and refined projections of HOME and Housing Preservation Grant funding. The budget is balanced with the assumption of only known or highly anticipated revenue sources and expenses.

Motion/Action: On a motion by Andrea Wilkinson, seconded by Keith Smith, the Commission unanimously adopted the resolution approving the fiscal year 2025 Thomas Jefferson Planning District Commission projected operating budget.

7. EXECUTIVE DIRECTOR'S REPORT:

Monthly Report:

TJPDC staff participated in the United Way's Day of Caring by volunteering to paint the blacktop recess area at Central Elementary School in Fluvanna County.

Auditors from Robinson, Farmer, Cox conducted their on-site field work the week of October 2. A draft audit report will be presented to the Executive/Finance committee on November 2, 2023, just prior to the regular Commission meeting. An overview of the audit findings then will be presented to the full Commission at its meeting.

Project milestones for VATI were shared, including the completion of 387 miles of field data collection, 2,043 miles of fiber design, 874 miles of make ready work, one communication hut set, 373 miles of aerial fiber placement, 227 miles of underground fiber placement, 283 miles of splicing, and 3,788 passings. Staff conducted a site visit to Madison County last month. Project partner Firefly held a virtual Town Hall for residents of the Stanardsville area, with over 100 people in attendance.

The Safe Streets and Roads for All (SS4A) project had a kick-off meeting with consultants Kimley-Horn and AvidCore in September.

The RRBC's Eighth Annual Conference was held September 28 at the Albemarle County Office Building. Speakers discussed their perspectives on PFAS, also known as "forever chemicals," and the studies, regulation, and mitigation actions happening at the local, state, and federal levels.

8. OTHER BUSINESS:

a. Roundtable Discussion by Jurisdiction: Each Commissioner was invited to share updates from their jurisdiction.

b. Items for Next Meeting – November 2, 2023

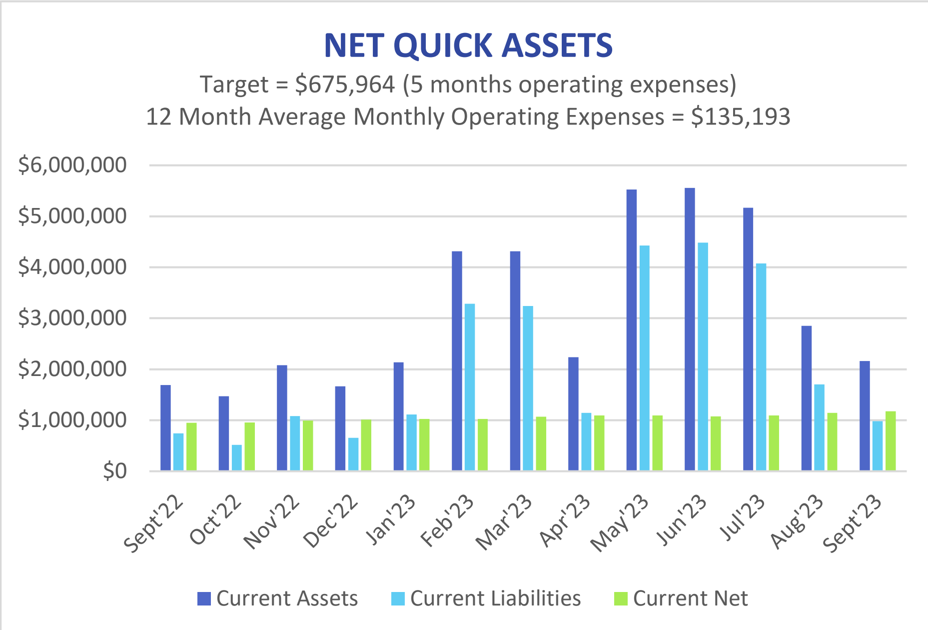
   i. Finance Executive Committee 6:00 pm – Annual Audit Report
   ii. 7:00 pm – Annual Financial Audit Report and Acceptance
   iii. Quarter One (July – Sept) Financial Reports

9. ADJOURNMENT:

Motion/Action: On a motion by Tommy Barlow, seconded by Michael Payne, the Commission unanimously voted to adjourn the October 5, 2023, Commission meeting at 8:22 pm.

Commission materials and meeting recording may be found at www.tjpdc.org

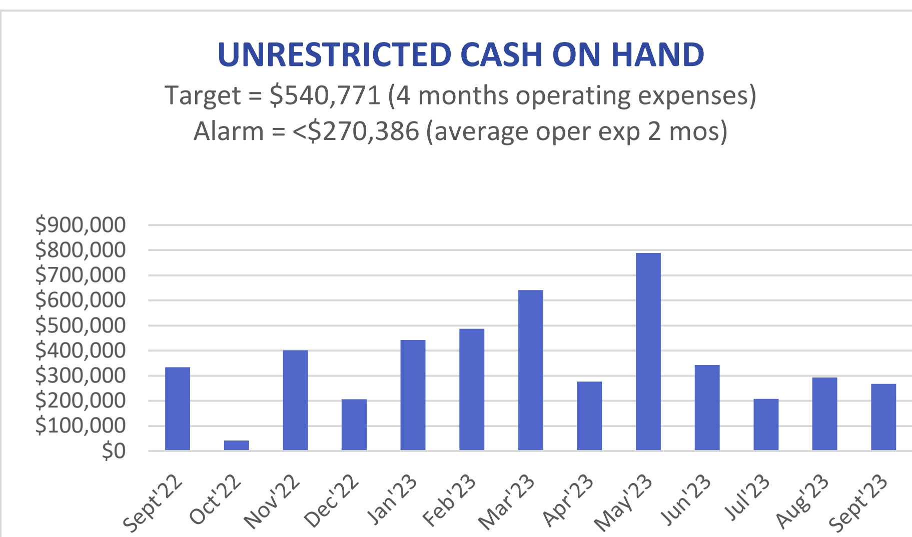
FY 24 FINANCIAL DASHBOARD
Through September 2023



MONTHLY NET QUICK ASSETS

Sept'22 = $948,946
Oct'22 = $959,348
Nov'22 = $995,511
Dec'22 = $1,012,725
Jan'23 = $1,025,890
Feb'23 = $1,028,551
Mar'23 = $1,067,654
Apr'23 = $1,092,951
May'23 = $1,097,425
Jun'23 = $1,073,885
July'23 = $1,092,237
Aug'23 = $1,146,254
Sept'23 = $1,177,731

NET QUICK ASSETS are the highly liquid assets held by the agency, including cash, marketable securities and accounts receivable. Net quick assets (NQA) are calculated as current assets (cash + marketable securities + prepaid assets + accounts receivable) minus current liabilities of payables and deferred revenue. The target is 5 months of operating expenses (TJPDC costs minus pass-through and project contractual expenses), based on a rolling twelve-month average. The Commission has earmarked excess NQA above the target as Capital Reserves. As of the end of September 2023, the TJPDC had 8.71 months of operating expenses. The rolling twelve-month average operating expenses increased to $135,193. The 3-month average operating expenses are $137,869. Actual operating expenses for September were $123,452. Capital reserves = $1,177,731 - $675,964 = $501,767.



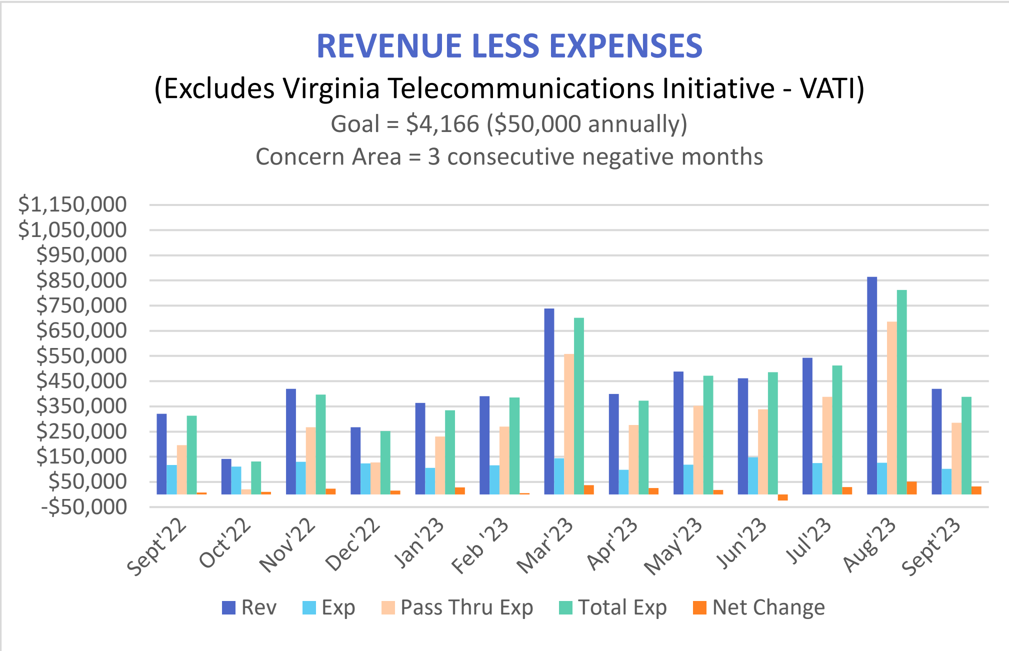
UNRESTRICTED CASH ON HAND consists of funds held in checking and money market accounts immediately available to TJPDC for expenses. Cash does not include pass-through deposits in transit. Total cash minus notes payable minus deferred revenue = Unrestricted Cash on Hand.

MONTHS OF UNRESTRICTED CASH divides unrestricted cash on hand by the agency's average monthly operating expenses to give the number of months of operation without any additional cash received. September's financials indicate that there were 1.98 months of unrestricted cash on hand available.

FY 24 FINANCIAL DASHBOARD
Through September 2023

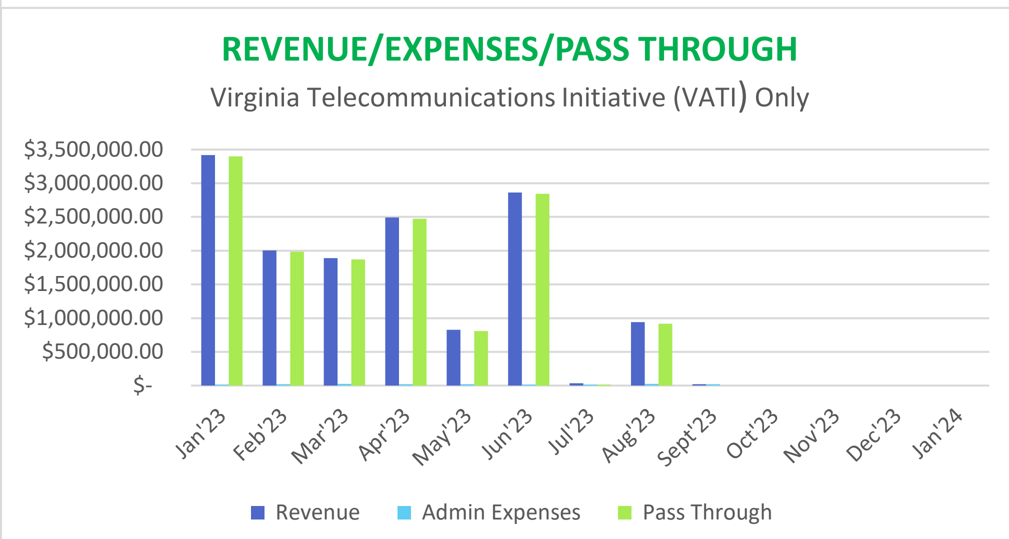
Planning District Commission

NET REVENUE:



MONTHLY NET REVENUE

Sept'22 = $7,741
Oct'22 = $10,072
Nov'22 = 22,587
Dec'22 = 15,424
Jan'23 = $28,072
Feb'23 = $5,679
Mar'23 = $35,561
Apr'23 = $24,332
May'23 = $17,601
Jun'23 = ($24,309)
Jul'23 = $30,661
Aug'23 = $51,168
Sept'23 = $32,138



MONTHLY ADMIN

Jan'23 = $16,157
Feb'23 = $19,917
Mar'23 = $23,106
Apr'23 = $18,772
May'23 = $21,592
Jun'23 = $16,734
Jul'23 = $15,531
Aug'23 = $23,924
Sept'23 = $21,064

NET REVENUE is the surplus or shortfall resulting from monthly revenues minus expenses. In order to prevent skewing of the data, pass through revenue and expenses from the Virginia Telecommunications Program (VATI) have been removed from the Revenue Less Expenses graph/data above and will be reported separately in a VATI revenues and expenses graph (above).

FY 24 FINANCIAL DASHBOARD
Through September 2023

The agency's net gain in September was $32,138. The September Accrued Revenue Report shows the total average available funds of $181,941 for the remaining 9 months in FY24, which is ample revenue to cover projected expenses. Actual operating expenses for September were $123,452.

NOTES

1. Target is a reasonable expectation that the TJPDC may reach this level to achieve our long-range financial goals. A plan will be developed showing how these target goals are expected to be achieved through daily financial management practices.
2. Concern is a level where staff will immediately identify causes of the change in financial position, whether this is a special one-time circumstance caused by a financial action or whether a trend is emerging caused by one of more operational or financial circumstances and prepare a plan of action to correct or reverse the trend.
3. Back up documentation and details of this Financial Dashboard can be found in the monthly financial statements of Balance Sheet, Consolidated Profit and Loss Report, and the Accrued Revenue Report supplied to the TJPDC Commissioners.
4. The average monthly operating expense is a rolling twelve-month average of operating expenses (TJPDC costs minus pass-through and project contractual expenses).
5. The TJPDC earmarked some of TJPDC's reserves for a building or capital fund in FY18, tied to Net Quick Assets.

Thomas Jefferson Planning District Commission
Consolidated Profit and Loss
September 2023

10:32 PM
10/25/23
Accrual Basis

	Sep 23	Budget	Jul - Sep 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
41100 · Federal Funding Source	101,059	4,213,626	1,217,689	12,640,879	51,376,723
4120 · State Funding Source	41,199	94,403	162,124	283,210	1,132,838
4130 · Local Source	280,417	252,977	1,385,431	758,931	5,110,734
42000 · Local Match Per Capita	14,255	14,255	42,764	42,764	171,055
4280 · Interest Income	3,729	2,083	11,359	6,250	25,000
Total Income	440,659	4,577,344	2,819,367	13,732,033	57,816,350
Gross Profit	440,659	4,577,344	2,819,367	13,732,033	57,816,350
Expense					
61000 · Personnel	100,080	112,414	314,680	337,132	1,348,963
6900 · Reimb. Overhead Allocation	0	(0)	0	(60)	0
6240 · Advertising	339	2,532	800	7,597	30,388
62394 · Audit -Legal Expenses	0	4,333	0	13,000	52,000
6258 · Bank Charges	0	0	80	0	0
6260 · COGS	2,288	0	2,288	0	0
6281 · Dues	317	1,104	4,096	3,312	13,246
63210 · Equipment/Data Use	577	2,393	3,243	7,180	28,720
62850 · Insurance	578	583	2,203	1,750	7,000
6345 · Janitorial Service	280	500	1,012	1,500	6,000
6450 · Meeting Expenses	1,006	837	1,477	2,510	10,039
6310 · Postage	22	195	514	586	2,344
62890 · Printing/Copier	198	550	484	1,650	6,600
62401 · Professional Dev-Conference	820	2,651	8,079	7,953	31,810
6320 · Rent	8,505	8,866	25,515	26,599	104,296
6280 · Subscription-Publications	57	154	83	463	1,850
6290 · Supplies	570	723	1,703	2,170	8,678
6600 · Telephone	531	749	2,193	2,248	8,992
62410 · TJPDC Contractual	6,034	11,986	39,557	35,959	143,837
63300 · Travel	1,251	3,543	5,602	10,630	42,521
Total Expense	123,452	154,115	413,608	462,178	1,847,284
Net Ordinary Income	317,207	4,423,229	2,405,759	13,269,856	55,969,066
Other Income/Expense					
Other Expense					
83000 · HOME Pass-Through	3,000	77,478	453,091	232,433	929,730
8399 · Grants Contractual Services	282,069	4,337,647	1,839,408	13,012,942	54,942,086
Total Other Expense	285,069	4,415,125	2,292,499	13,245,375	55,871,816
Net Other Income	(285,069)	(4,415,125)	(2,292,499)	(13,245,375)	(55,871,816)
Net Income	**32,138**	**8,104**	**113,260**	**24,481**	**97,250**

Thomas Jefferson Planning District Commission
Balance Sheet Prev Year Comparison
As of September 30, 2023

	Sep 30, 23	Sep 30, 22	$ Change
ASSETS			
Current Assets			
Checking/Savings			
1100 · Cash	588,398.57	733,072.22	-144,673.65
1189 · Capital Reserve	501,767.00	411,094.00	90,673.00
Total Checking/Savings	1,090,165.57	1,144,166.22	-54,000.65
Accounts Receivable			
1190 · Receivable Grants	1,055,719.30	753,167.64	302,551.66
Total Accounts Receivable	1,055,719.30	753,167.64	302,551.66
Other Current Assets			
1310 · Prepaid Rent	225.00	0.00	225.00
1330 · Prepaid Insurance	6,105.71	5,336.93	768.78
1360 · Prepaid Other	7,506.73	19,301.75	-11,795.02
Total Other Current Assets	13,837.44	24,638.68	-10,801.24
Total Current Assets	2,159,722.31	1,921,972.54	237,749.77
Fixed Assets			
1411 · Power Edge T340 Server	9,175.61	9,175.61	0.00
1413 · Server Software	5,197.50	5,197.50	0.00
1400 · Office furniture and Equipment	122,334.57	122,334.57	0.00
1499 · Accumulated Depreciation	-112,135.01	-101,084.68	-11,050.33
Total Fixed Assets	24,572.67	35,623.00	-11,050.33
TOTAL ASSETS	**2,184,294.98**	**1,957,595.54**	**226,699.44**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2100 · Accounts Payable-General	654,945.95	603,237.68	51,708.27
Total Accounts Payable	654,945.95	603,237.68	51,708.27
Credit Cards			
2155 · Accounts Payable Credit Card	4,173.64	4,836.65	-663.01
Total Credit Cards	4,173.64	4,836.65	-663.01
Other Current Liabilities			
2150 · Accounts Payable Grants	0.00	0.00	0.00
2160 · Accounts Payable Payroll	3,143.01	0.00	3,143.01
2468 · 401A VRS Contribution	-75.83	0.00	-75.83
2469 · Hybrid VRS Contribution	-228.27	0.00	-228.27
2470 · Hybrid-457	-89.72	0.00	-89.72
2800 · Deferred Revenue	320,122.14	366,759.39	-46,637.25
Total Other Current Liabilities	322,871.33	366,759.39	-43,888.06
Total Current Liabilities	981,990.92	974,833.72	7,157.20
Long Term Liabilities			
2200 · Leave Payable	45,390.97	32,982.70	12,408.27
Total Long Term Liabilities	45,390.97	32,982.70	12,408.27
Total Liabilities	1,027,381.89	1,007,816.42	19,565.47
Equity			
3000 · General Operating Fund	518,494.19	493,328.46	25,165.73

Thomas Jefferson Planning District Commission
Balance Sheet Prev Year Comparison
As of September 30, 2023

	Sep 30, 23	Sep 30, 22	$ Change
3100 · Restricted Capital Reserve	501,767.00	411,094.00	90,673.00
3600 · Net Investment in Fixed Assets	23,391.97	29,428.69	-6,036.72
Net Income	113,259.93	15,927.97	97,331.96
Total Equity	1,156,913.09	949,779.12	207,133.97
TOTAL LIABILITIES & EQUITY	**2,184,294.98**	**1,957,595.54**	**226,699.44**

Accrued Revenue by Grant or Contract
For Year Ending June 30, 2024

Program Code	PROGRAM CONTRACTS/GRANTS Without Pass-Thrus	TOTAL PROGRAM CONTRACT/ GRANT AMOUNT	JULY 2023	AUGUST 2023	SEPTEMBER 2023	YEAR TO DATE FY24	PREVIOUS YEARS	ESTIMATED BUDGET AMOUNT FOR FY25+	GRANT TO DATE	GRANT-CONTRACT REMAINING FY24	NOTES
110	**State Support to PDC (DHCD)**	$ 89,971.00	$ 7,497.58	$ 7,497.58	$ 7,497.59	$ 22,493			$ 22,493	$ 67,478	State funding to TJPDC General
110	**TJPDC Corporation**	$ -				$ -			$ -	$ -	501(c)3 Non-profit Arm
110	**Bank Interest**	$ 25,000.00	$ 3,889.77	$ 3,705.63	$ 3,701.04	$ 11,296			$ 11,296	$ 13,704	Investment Pool Savings Income
120	**SCRC**	$ 23,000.00	$ -	$ -		$ -		$ 5,750	$ -	$ 17,250	SCRC Cooperative Agreement (Oct 1-Sept 30)
170/171	**Rural Transportation**	$ 58,000.00	$ 6,393.54	$ 4,253.93	$ 4,246.43	$ 14,894			$ 14,894	$ 43,106	VDOT Rural Transp Planning
273	**Water Street Center & Office Leases**	$ 15,000.00	$ 2,057.50	$ 1,810.00	$ 1,917.50	$ 5,785			$ 5,785	$ 9,215	Rental Fees
277	**Legislative Liaison**	$ 106,909.00	$ 6,157.74	$ 9,480.21	$ 8,010.49	$ 23,648			$ 23,648	$ 83,261	*Legislative Operations - $12,700 in deferred revenue budgeted
278	**VAPDC-ED**	$ 55,323.62	$ 4,906.95	$ 4,700.28	$ 4,644.83	$ 14,252			$ 14,252	$ 41,072	Contract for Admin Services
296	**Member Per Capita**	$ 171,055.00	$ 14,254.55	$ 14,254.43	$ 14,254.52	$ 42,764			$ 42,764	$ 128,292	Local Govt Annual Contributions
303	**Solid Waste**	$ 10,500.00	$ 194.97	$ 974.85	$ 586.59	$ 1,756		$ 5,000	$ 1,756	$ 3,744	Contract for annual reporting
334	**Nelson TAP**	$ 10,000.00	$ -	$ 321.46	$ 1,950.20	$ 2,272	$ 1,444		$ 3,716	$ 6,284	Lovingston/Gladstone Transporation Alternative Grant Assistance
907	**WIP Phase III - Contract #6**	$ 58,000.00	$ 4,149.67	$ 5,261.06	$ 4,863.93	$ 14,275	$ 30,223		$ 44,498	$ 13,502	Watershed Improvement Plan
907	**WIP Phase III - Contract #7**	$ 58,000.00	$ -	$ -	$ -	$ -		$ 29,000	$ -	$ 29,000	*Watershed Improvement Plan
908	**RRBC**	$ 10,500.00	$ 2,431.43	$ 3,341.67	$ 4,171.25	$ 9,944			$ 9,944	$ 556	Rivanna River Basin Commission
Program Code	PROGRAM CONTRACTS/GRANTS With Pass-Thrus	$ -									
172	**Safe Streets and Roads for All (SS4A)**	$ 82,000.00	$ 682.44	$ 335.75	$ 1,587.12	$ 2,605		$ 49,200	$ 2,605	$ 30,195	*Estimated Completion - June 2025
	SS4A Pass-Thru	$ 990,000.00	$ -	$ -	$ -	$ -		$ 594,000	$ -	$ 396,000	*Pass through to Kimley Horn, AvidCore, and VDOT
180	**Mobility Management**	$ 50,921.00	$ -	$ -	$ -	$ -		$ 12,730	$ -	$ 38,191	*Mobility Management - Oct 1 - September 30, 2024
	Mobility Management Pass-Thru	$ 68,449.00	$ -	$ -	$ -	$ -		$ 17,112	$ -	$ 51,337	*Grant Match from local funds
181	**RTP-TDM - Admin**	$ 72,060.00	$ 8,799.89	$ 9,131.39	$ 4,684.41	$ 22,616			$ 22,616	$ 49,444	*Regional Transit Partnership - *budget includes $20 deferred revenue
	RTP Pass-Thru	$ -	$ -	$ -	$ -	$ -			$ -	$ -	*Grant Match if needed
184	**Transit Governance Admin**	$ 36,717.00	$ 1,999.86	$ 2,271.76	$ 4,760.68	$ 9,032	$ 11,038		$ 20,070	$ 16,647	Regional Transit Governance Study - Admin
	Regional Transit Gov Pass-Thru	$ 145,606.00	$ -	$ 4,716.64	$ -	$ 4,717	$ 127,361		$ 132,078	$ 13,528	Regional Transit Governance Study - Consultant
190/195/198	**MPO-PL**	$ 278,199.50	$ 19,745.69	$ 21,306.29	$ 23,265.24	$ 64,317			$ 64,317	$ 213,882	MPO PL Transportation Planning
	MPO - PL - Consultant Pass-Thru	$ 70,833.15	$ 8,469.58	$ 2,273.57	$ 9,787.50	$ 20,531			$ 20,531	$ 50,303	LRTP Support Consultant
191/196/199	**MPO-FTA**	$ 116,136.00	$ 14,835.47	$ 18,279.98	$ 10,448.00	$ 43,563			$ 43,563	$ 72,573	MPO FTA Transit Planning
	MPO - FTA Pass Thru	$ -	$ -	$ -	$ -	$ -			$ -	$ -	Consultant Pass-thru if needed
193	**Rideshare - Admin**	$ 174,198.00	$ 16,535.85	$ 18,764.63	$ 8,127.52	$ 43,428			$ 43,428	$ 130,770	Rideshare TDM Program Marketing & Management
	Rideshare Pass-Thru	$ -	$ -	$ -	$ -	$ -			$ -	$ -	N/A for FY24
194	**Rideshare CAP Strategic Plan**	$ -	$ -	$ -	$ -	$ -			$ -	$ -	Rideshare Strategic Plan - One-time grant - TJPDC admin not covered
	Strategic Plan Pass-Thru	$ 67,200.00	$ -	$ -	$ -	$ -			$ -	$ 67,200	Full grant is direct pass through to consultant
330	**Hazard Mitigation - Admin**	$ 67,200.00	$ 82.36	$ -	$ -	$ 82	$ 66,679		$ 66,761	$ 439	24 month planning project resiliency
	Haz Mit Pass-Thru	$ -	$ -	$ -	$ -	$ -			$ -	$ -	Technical Support/Mapping (if needed)
333	**EDA-CEDS - Admin**	$ 20,000.00	$ 1,879.69	$ 1,314.06	$ 810.93	$ 4,005	$ 7,723		$ 11,728	$ 8,272	EDA administration
	EDA-CEDS - Pass-Thru	$ 80,000.00	$ -	$ 5,600.00	$ 10,400.00	$ 16,000	$ 32,000		$ 48,000	$ 32,000	EDA Consultant Pass-through
726	**HOME ARP - Admin**	$ 367,841.00	$ 4,470.13	$ 4,755.44	$ 2,455.77	$ 11,681	$ 73,113	$ 262,058	$ 84,794	$ 20,989	*HUD-ARPA Planning funds (not to exceed 5% of grant) - $32,670 budgeted
	HOME ARP Pass-Thru	$ 2,084,430.00	$ -	$ 26,008.88	$ -	$ 26,009	$ 34,600	$ 1,772,133	$ 60,609	$ 251,688	*Admin includes Consultant for Gap Analysis - $277697 budgeted
727-20	**HOME-20 TJPDC Admin**	$ -	$ -	$ -	$ -	$ -			$ -	$ -	*HUD HOME-20 Housing Grants Admin
	HOME-20 Pass-Thru	$ 118,323.76	$ -	$ 118,323.76	$ -	$ 118,324			$ 118,324	$ -	*HUD HOME-20 Housing Grants Construction
727-21	**HOME-21 TJPDC Admin**	$ 67,661.50	$ -	$ -	$ -	$ -	$ 67,662		$ 67,662	$ -	*HUD HOME-21 Housing Grants Admin
	HOME-21 Pass-Thru	$ 608,953.50	$ -	$ 7,650.00	$ 3,000.00	$ 10,650	$ 516,948		$ 527,598	$ 81,355	*HUD HOME-21 Housing Grants Construction
727-22	**HOME-22 TJPDC Admin**	$ 74,782.50	$ -	$ -	$ -	$ -			$ -	$ 74,783	*HUD HOME-22 Housing Grants Admin
	HOME-22 Pass-Thru	$ 673,042.50	$ 109,877.25	$ 90,070.07	$ -	$ 199,947	$ 3,137		$ 203,085	$ 469,958	*HUD HOME-22 Housing Grants Construction
727-23	**HOME-23 TJPDC Admin**	$ 78,528.60	$ 6,429.95	$ 4,271.11	$ 912.29	$ 11,613			$ 11,613	$ 66,915	*HUD HOME-23 Housing Grants Admin
	HOME-23 Pass-Thru	$ 706,757.40		$ 98,160.75	$ -	$ 98,161	$ 98,161		$ 196,322	$ 510,436	*HUD HOME-23 Housing Grants Construction
728-22	**Housing Preservation Grant-22 - Admin**	$ 32,250.00	$ 1,726.50	$ 2,561.21	$ 3,040.79	$ 7,329		$ 7,631	$ 7,329	$ 17,290	*USDA Housing Repair Admin
	HPG-22 Pass-Thru	$ 182,750.00	$ -	$ 30,702.51	$ 9,386.50	$ 40,089		$ 42,783	$ 40,089	$ 99,878	*USDA Housing Repair Construction
729	**Regional Housing Partnership**	$ 55,000.00	$ 7,918.74	$ 18,253.26	$ 4,344.00	$ 30,516			$ 30,516	$ 24,484	Regional Housing Partnership
	RHP - Consultant Pass-Thru	$ 14,096.00	$ 1,490.59	$ -	$ 2,816.35	$ 4,307			$ 4,307	$ 9,789	Amy Nissenson - RHP Strategic Planning Consultant - One-time
732	**VERP - Admin**	$ 13,750.00	$ 1,334.14	$ 1,905.83	$ 1,118.69	$ 4,359	$ 6,885		$ 11,244	$ 2,506	*VA Eviction Planning Grant - Admin
	VERP Pass-Thru	$ 261,250.00	$ 17,911.94	$ 22,763.92	$ -	$ 40,676	$ 100,996		$ 141,672	$ 119,578	*VA Eviction Planning Grant - Consultants
733	**VA Housing Development - Admin**	$ 200,000.00	$ 1,767.20	$ 2,553.56	$ 1,247.48	$ 5,568	$ 59,551		$ 65,119	$ 134,881	*VA Housing PDC - Admin
	VA Housing Pass-Through	$ 1,800,000.00	$ -	$ 20,000.00	$ 20,000.00	$ 40,000	$ 630,476		$ 670,476	$ 1,129,524	*VA Housing PDC - Construction/Partnership
760	**Blue Ridge Cigarette Tax Board**	$ 140,980.00	$ 14,458.08	$ 15,918.04	$ 11,879.21	$ 42,255			$ 42,255	$ 98,725	Includes Administrative Fees
	Cig Tax Pass-Through	$ 2,400,000.00	$ 250,359.58	$ 260,630.79	$ 229,678.64	$ 740,669			$ 740,669	$ 1,659,331	Pass through - direct costs
761	**VATI - Admin**	$ 875,000.00	$ 15,530.61	$ 23,923.69	$ 21,063.59	$ 60,518	$ 255,333	$ 379,129	$ 315,851	$ 180,020	*VATI Admin - 36-42 months
	VATI Pass-Through	$ 112,500,000.00	$ 17,514.11	$ 914,905.82	$ -	$ 932,420	$ 13,376,956	$ 51,123,044	$ 14,309,376	$ 47,067,580	*Program/Construction Pass-Through
	TOTAL - All Programs	**$ 126,266,175.03**	**$ 575,753.35**	**$ 1,802,953.81**	**$ 440,659.08**	**$ 2,819,366**	**$ 15,500,286**	**$ 54,299,571**	**$ 18,319,652**	**$ 53,646,952**	**TOTAL - All Programs**
	Pass Thru Sub-totals	**$ 122,771,691.31**	**$ 405,623.05**	**$ 1,601,806.71**	**$ 285,068.99**	**$ 2,292,499**	**$ 14,920,635**	**$ 53,549,072**	**$ 17,213,134**	**$ 52,009,485**	Pass-Thru Subtotal

*indicates unspent funds can 'roll-over' in FY25

$ 135,193.00	12 month average - Operating Expenses
$ 137,869.00	3 month average - Operating Expenses
$ 123,452.00	last month - Operating Expenses

Total Grant Funds Remaining	$ 53,646,952
Pass-through funds	$ 52,009,485
TJPDC Available Funds	$ 1,637,467
Average Funds Available per Month	**$ 181,941**

	Jul - Sep 23	Budget	Jul - Sep 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
41100 · Federal Funding Source	1,217,689	12,640,879	1,217,689	12,640,879	51,376,723
4120 · State Funding Source	162,124	283,210	162,124	283,210	1,132,838
4130 · Local Source	1,385,431	758,931	1,385,431	758,931	5,110,734
42000 · Local Match Per Capita	42,764	42,764	42,764	42,764	171,055
4280 · Interest Income	11,359	6,250	11,359	6,250	25,000
Total Income	2,819,367	13,732,033	2,819,367	13,732,033	57,816,350
Gross Profit	2,819,367	13,732,033	2,819,367	13,732,033	57,816,350
Expense					
61000 · Personnel	314,680	337,132	314,680	337,132	1,348,963
6900 · Reimb. Overhead Allocation	0	(60)	0	(60)	0
6240 · Advertising	800	7,597	800	7,597	30,388
62394 · Audit -Legal Expenses	0	13,000	0	13,000	52,000
6258 · Bank Charges	80	0	80	0	0
6260 · COGS	2,288	0	2,288	0	0
6281 · Dues	4,096	3,312	4,096	3,312	13,246
63210 · Equipment/Data Use	3,243	7,180	3,243	7,180	28,720
62850 · Insurance	2,203	1,750	2,203	1,750	7,000
6345 · Janitorial Service	1,012	1,500	1,012	1,500	6,000
6450 · Meeting Expenses	1,477	2,510	1,477	2,510	10,039
6310 · Postage	514	586	514	586	2,344
62890 · Printing/Copier	484	1,650	484	1,650	6,600
62401 · Professional Dev-Conference	8,079	7,953	8,079	7,953	31,810
6320 · Rent	25,515	26,599	25,515	26,599	104,296
6280 · Subscription-Publications	83	463	83	463	1,850
6290 · Supplies	1,703	2,170	1,703	2,170	8,678
6600 · Telephone	2,193	2,248	2,193	2,248	8,992
62410 · TJPDC Contractual	39,557	35,959	39,557	35,959	143,837
63300 · Travel	5,602	10,630	5,602	10,630	42,521
Total Expense	413,608	462,178	413,608	462,178	1,847,284
Net Ordinary Income	2,405,759	13,269,856	2,405,759	13,269,856	55,969,066
Other Income/Expense					
Other Expense					
83000 · HOME Pass-Through	453,091	232,433	453,091	232,433	929,730
8399 · Grants Contractual Services	1,839,408	13,012,942	1,839,408	13,012,942	54,942,086
Total Other Expense	2,292,499	13,245,375	2,292,499	13,245,375	55,871,816
Net Other Income	(2,292,499)	(13,245,375)	(2,292,499)	(13,245,375)	(55,871,816)
Net Income	**113,260**	**24,481**	**113,260**	**24,481**	**97,250**

Thomas Jefferson Planning District Commission
POB 1505, 401 E. Water Street, Charlottesville, VA 22902
www.tjpdc.org | (434) 979-7310 | info@tjpdc.org

Memorandum

To: TJPDC Commissioners
From: Isabella O'Brien, Planner I
Date: October 2023
Topic: Virginia Department of Health Septic and Well Assistance Program Direct to Partner Initiative Agreement

Purpose:

The Virginia Department of Health (VDH) contacted the Thomas Jefferson Planning District Commission to discuss the potential for partnership to complete five septic, well, and sewer connection projects in the region.

The Virginia Department of Health – Division of Water and Wastewater Services received funding through the American Rescue Plan Act to assist homeowners at or below 200% of the federal poverty guidelines with septic and well repair and replacements. VDH accepted homeowner applications for the Septic and Well Assistance Program (SWAP) from January 1 through September 2, 2022. After receiving a high number of SWAP applications, VDH experienced difficulty getting a few projects out for bid and construction due a variety of factors, including the volume of projects and the limited number of qualified septic installers and well drillers available on eVA, Virginia's State Electronic Procurement System. To expedite the installation of the stalled projects, the SWAP Direct to Partner Initiative (D2PI) was developed, providing funds to local partners that may be better suited to get local contractors to bid on the projects.

After reviewing the scope of the agreement, reporting requirements, and meeting with the George Washington Regional Commission, the TJPDC requested a partnership agreement from VDH for review.

Securing and completing the terms of the D2PI would support public health and provide TJPDC with greater experience implementing and reporting best management practices, further advancing the goals of the Chesapeake Bay Watershed Implementation Plan.

Background:

The Septic and Well Assistance Program is in place to protect public health, improve water quality, and reduce disparities in environmental health. Low-income homeowners are more likely to have failing septic systems and private wells, which are costly to repair or replace. Failing septic systems pollute groundwater and surface water, leading to illness and disease, while unmaintained wells can become contaminated making water unsafe to consume.

The Virginia Department of Health is looking to planning district commissions as partners to advance the SWAP Direct to Partner Initiative (D2PI). Three PDC's have executed their SWAP agreements, two PDC's are actively developing agreements, and VDH plans to contact three more PDCs regarding the agreement.

If the TJPDC agrees to the terms of the D2PI, the TJPDC will get 5 "shovel-ready" projects out for vendor contracts and oversee the contractors while they install the systems, with the support of VDH and the local health district. VDH will provide full packages to TJPDC that could be put out for competitive bids. These packages include VDH Permits, contractual Scope of Work (SOW) templates, signed landowner agreements and other supporting documentation. Ten to fifteen percent of the cost of construction will be directed to the PDC for the administration of the agreement.

The TJPDC will then seek competitive bids from a pool of prequalified and certified local contractors. Projects will be awarded to the lowest qualified bidder and TJPDC will enter into a contract with the low bidder to complete the project in a specified timeframe. The TJPDC will monitor construction and ensure activities align with the necessary permits. Upon completion, inspection, and written approval from the BRHD and local health departments, the Program will issue payment to the contractor, notify the beneficiary of completion, and document the BMP. Documentation of all beneficiary outcomes, construction completion, and expenditures will be conducted for the purposes of reporting and to ensure the orderly function of Program activities.

I. General Program Administration

i. Work with local health departments and properly licensed service providers to obtain private well and septic system repair/installation permits, as necessary, at no expense to eligible homeowners.
ii. Work with local health departments and properly licensed service providers to install private well and septic system repairs/replacement at no expense to eligible homeowners.
iii. Work with local public water and sewer authority to complete eligible water and sewer connections at no expense to eligible homeowners.
iv. Ensure that all project expenditures are associated with approved deliverables and in compliance with this Agreement, Terms and Conditions, and standard federal cost-principles.
v. Track financial and programmatic deliverables and report accomplishments back to VDH on a timely basis.
vi. Complete and submit quarterly reports to VDH in accordance with the specified deliverable schedule in the Agreement.
vii. All project must have contractors selected within 6 months of award, and then the grantee would have the rest of 2024 to complete installation for the projects. VDH has committed to the Department of Treasury and the ARPA program the all funds be obligated by 12/31/2024.

II. Geographic Description of Projects

i. There are 5 projects at 4 sites across the region.
   - Albemarle County: 1 Sewer Design and 1 Sewer Connection Project at the same site
   - Fluvanna County: 1 Well and 1 Septic Repair Project
   - City of Charlottesville: 1 Alternative on Site Sewage System Project

Recommended Action:

Staff recommends a motion to authorize the Executive Director to pursue the D2PI agreement through the Virginia Department of Health and take any actions necessary to execute an agreement and administer the program.

VIRGINIA DEPARTMENT OF HEALTH
Healthy People in Healthy Communities
www.vdh.virginia.gov

VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF WATER AND WASTEWATER SERVICES
109 Governor Street, 5th Floor, Richmond VA 23219

SUB-RECIPIENT AGREEMENT

SUB-RECIPIENT Number: VDH-SWAP-D2PI_[xx]_[xx]_[xxxx]

I. **PARTIES TO THE AGREEMENT:** This Memorandum of Agreement is entered into by **[name of grantee]**, whose business address is [address of grantee], hereinafter called the "Sub-Recipient" and Commonwealth of Virginia through the Department of Health, Office of Environmental Health Services, Division of Water and Wastewater Services whose business address is 109 Governor Street, 5th Floor, Richmond Virginia 23219 hereinafter called the "Department."

WHEREAS, Department desires to enter into an Agreement with the Sub-Recipient to provide [list name and funding source(s)] funding through the [name grant program, e.g. Septic and Well Assistance Program Direct to Partner Initiative] to support the residents of Counties and localities served by the Sub-Recipient in the amount of **$[dollar figure of award]** to complete the work in the associated Scope of Work (Attachment 1), the Budget Detail (Attachment 2), Best Management Practice Activities (Attachment 3), the Timeline (Attachment 4),and associated reporting forms, including: Narrative Report (Form A), Financial Invoice Report (Form B1), BMP Financials Report (Form B2), Milestone Report (Form C), BMP Activity Report(s) (Forms D1 and D2).

WHEREAS, The Sub-Recipient desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Sub-Recipient hereby covenant and agree to the following terms.

II. **PERIOD OF AGREEMENT:** The project shall commence with the execution date of the VDH signature on the last page, allowing pre-award costs dating from the **[Start Date of agreement]** and shall terminate on **[end date of agreement]**.

III. **PURPOSE:** To provide septic and well assistance and construction funding in association with the Virginia [name grant program, e.g. Septic and Well Assistance Program Direct to Partner Initiative].

IV. **SCOPE OF SERVICES:** Support the Virginia Septic and Well Assistance Program as described in the Scope of Work (Attachment 1), the Budget Detail (Attachment 2), Best Management Practice Activities (Attachment 3), the Timeline (Attachment 4), Form A (Progress Report Form), Form B1 (Financial Report Form), Form B2 (BMP Financial Report Form), Form C (Milestone Activity Reporting Form), Form D1 (Activity Summary Report Form), and Form D2 (Applications Summary Report Form).

V. **COMPENSATION:** The Department will reimburse Sub-Recipient for actual expenditures as a result of services provided under the terms of this agreement. Contract Value: **$[dollar figure of award].**

VI. **REPORTING, REIMBURSEMENT AND METHOD OF PAYMENT:** The Sub-Recipient will be paid for services rendered upon receipt and approval of the Department of required reports for services performed under the terms of this Agreement and invoices and acceptable supporting documentation from the Sub-Recipient. The reimbursement for services shall be based on the budget and on compliance with activities described in Attachments 1, 2, 3, and 4 and with submission of required reporting Forms A, B1, B2, C, D1 and D2 submitted by the Sub-recipient and approved by the Department. Billing will be due no later than 30 days following the end of each quarter in which expenses are incurred. Failure by Recipients to submit invoices within the prescribed time frame may forfeit its right to payment from the Department. The sub-recipient may request a monthly reimbursement on a case-by-case basis.

The Recipients/Sub-Recipients agrees to ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement. The Recipients/Sub-Recipients shall ensure that payroll expenditures in support of this Agreement and as specified in this Agreement are charged accurately and that the employees paid under this Agreement submit Time and Effort (T&E) reports. These T & E Reports shall be maintained on site for VDH review during monitoring visits. The Recipients/Sub-Recipients shall maintain supporting documentation for all expenditures made under this Agreement and maintain such documentation for five years as per GAO/OMB regulations. Any expenditure recorded after this date will be attributed to the next budget period

Invoices, reports, and supporting documentation shall be submitted to:

Virginia Department of Health
Office of Environmental Health Services
Subject Matter: Invoice [list project contract number]_[Date]
VDH_SWAP_grant@vdh.virginia.gov

Failure of the Sub-Recipient to submit reports, invoices, and acceptable supporting documentation within the prescribed time frame may forfeit Sub-Recipient's right to payment from the Department. In the event the Sub-Recipient fails to fulfill the requirements set forth in the Scope of Services, the Sub-Recipient will be asked to submit a plan of corrective action within 30 days, or a time frame acceptable to both parties. The plan of corrective action will be mutually agreed to prior to implementation.

Invoicing Required Elements

- Be submitted for the sub-recipient's actual costs.
- A signed Financial Report Form (Form B1) that includes the required certification signed by authorized signing official pursuant to 2 CFR 200.415 "required certifications"
    - Include point of contact for invoice and related questions
    - Include date of invoice and billing period for current invoice
    - Contract number, Tax ID Number, Invoice date
    - Invoicing period of performance
        - Billing period to be no more frequent than monthly in accordance with 2 CFR 200.305
    - Current expense column (project costs broken down by ledger cost category)
    - Cumulative expense column (project costs broken down by ledger cost category)
    - Include information on match (cost-share, in-kind) if applicable
    - Invoice marked "final" if applicable
        - Final invoices shall be submitted no later than 30 days after ending of contract period of performance

- Be submitted in accordance with any Terms and Conditions, the Uniform Guidance, 2 CFR Part 200 (https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200), and the Federal Cost Principles.
    - Sub-recipients should refer to the Assistance Listing (https://sam.gov/fal/873d18612d254b19b9a535ec6901b5a1/view) for detail on the specific provisions of the Uniform Guidance that do not apply to this program.
- Not exceed the current Commonwealth of Virginia "Commonwealth Accounting Policies and Procedures (CAPP) Manual"/ "Travel Regulations" at: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm.
- Relate to the grant scope of work.
- Be signed and certified by an authorized representative of the Grantee.
- Include supporting documentation for reimbursable costs. This includes (but is not limited to): a financial narrative, time and effort reports (for staff), receipts from purchases, mileage reports, etc.

Invoices and Supporting Documentation: The invoices, with supporting documentation acceptable to the Department, shall include a report of expenditures that are itemized by budgeted line item with quarterly and year-to-date total expenditures per budget category. To be reimbursable, expenditures must adhere to the requirements detailed in the Commonwealth Accounting Policy and Procedure (CAPP) Manual which may be viewed at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm, included in the budget for this agreement, and, if applicable, in compliance with all federal guidance for the funding provided under this agreement. Supporting documentation shall include item level description of the purchase. Additional supporting documentation requirements are as follows:

- All Expenditures: a report from the Sub-Recipient's financial management information system must be provided. A signed Financial Reporting Form (Form B).
- Personnel: This includes costs for staff paid under the grant that are employees of your agency. This may include administrative, programmatic, evaluation, accounting staff, etc. Include payroll reports from the Sub-Recipient's financial management information system must be provided.
- Fringe**:** Fringe benefits include costs for FICA and other payroll taxes, health and life insurance for employees, etc.
- Travel**:** This category may include mileage to provide services and costs to attend staff development events such as workshops and training. This category also includes short term vehicle rentals and gas purchased for the rental vehicle. If an agency establishes a long-term contract with a vehicle rental agency then the cost for such vehicle should be included in the contractual line item. Any travel expenses will be reimbursed as per the current, state approved travel regulations available at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm (Topic #20335
- Supplies**:** This category should include programmatic and office supplies, including educational materials, incentives, printing or purchase of brochures and posters, envelopes, and paper. Equipment under $5,000 should be included in this category. Listing of the specific items and/or goods for which payment was made.
- Contractual**:** This should include detail of any subcontractors as well as funds paid to consultants, outside trainers, maintenance of equipment, or for bookkeeping/accounting services that are outsourced rather than provided in-house. Specific explanations of what

expenditures were made, to whom the payment was made, date(s) of payment, and any other relevant information.

- Other: This may include items not listed in the above categories such as rent, insurance, utilities, telephone or postage. Documentation of expenses should include an explanation of the charges and copies of bills.
- Indirect/De Minimis: Copies of agreements and description of funds utilized. If an applicant elects to use the *de Minimis* rate, it must do so across all federal awards until such time it chooses to negotiate a rate. : If applicable to Sub-recipient, verify indirect cost rate matches up with most recently issued federally negotiated indirect cost rate agreement or is the de Minimis 10% if the Sub-recipient has never negotiated an indirect cost rate agreement with a cognizant federal agency. If the Sub-recipient is not requesting indirect costs, this can be marked not applicable.

Final Reports and Invoices: During the final period (month) of the Agreement, the Sub-Recipient shall notify the Department of the estimated amount of expenditures for that period as of 15th day before the end of the period. Within thirty (30) days after the end date of this award, the Sub-Recipient shall submit to the Department a final invoice with acceptable supporting documentation The Sub-Recipient shall not maintain cash on hand under this agreement. If renewals are permitted under this agreement, the Sub-Recipient and the Department shall negotiate the addition any unspent allocation to the following year's budget; however, this is generally not permitted. Payment will be made in accordance with the Prompt Payment Act of Virginia. Final reconciliation billing for Agreement ending December 31, 2025, along with any overpayments due to the Department, shall be submitted no later than 1/31/2023 to:

Virginia Department of Health
Division of Water and Wastewater Services
Septic and Well Assistance Program (SWAP)
Email: VDH_SWAP_Grant@vdh.virginia.gov

VII. FEDERAL REQUIREMENTS FOR SUB-RECIPIENT CONTRACTS: Contractor is sub-recipient receiving pass-through federal funds. Information below is applicable. Sub-Recipient of federal awards must be informed of the catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. This information will become part of the Contract.

Sub-Award Organization DUNS:	[list DUNS #]
Sub-Award Unique Entity Identifier (UEI):	[List UEI #]
Sub-Award Federal ID #:	[List Fed ID #]
Federal Award Date:	[List federal award start date, e.g. 03/05/2021 for ARPA]
Amount of Sub-Award:	**$[dollar figure of award]**
Total Amount of Federal Award:	[list total federal funding award, e.g. $11,500,000 (ARPA), $250,000 (MEB)]
Name of Federal Grantor:	[list federal agency as source of funds, e.g. Department of Treasury (ARPA), Environmental Protection Agency (MEB)]
CFDA Number & Name:	[List CFDA numbers for federal funds, eg.g CFDA 21.027, ARPA State and Local Fiscal Recovery Funds]
Research & Development:	☐ Yes x☐ No

FEDERAL AWARD RESTRICTIONS: The Sub-recipient shall comply with all applicable federal regulations, including but not limited to the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards: (2 CFR 200). There are general Federal cost principles that are applicable to all Federal Awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Subpart F. Audit Requirements for Federal awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1

Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	200.0 – 200.521
Subpart B	General Provisions	200.100 – 200.113
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The Virginia Department of Health, Office of Environmental Health Services, as a pass-through entity for numerous federal grants, is responsible for ensuring certain activities occur with respect to monitoring of sub-recipients. The above requirements include, but are not limited to the terms and conditions described in Appendix 1: Federal Terms and Conditions for Grant Funding

A. **Federal Funding Accountability and Transparency Act (FFATA):** Effective October, 2010, all entities that plan to apply for and ultimately receive a Federal grant/cooperative agreement or receive sub awards directly from recipients of those funds shall:

- Be registered in System for Award Management (SAM) prior to submitting an application or plan. The SAM is a Web-enabled government wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients),
- Have Unique Entity Identifier ID (UEI): On April 4, 2022 the federal government changed the use of the DUNS number to the Unique Entity ID generated by SAM.Gov. Existing SAM-

registered entities can find their Unique Entity ID (UEI) by following the steps listed here: https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0041254&sys_kb_id=875189f21bee8d54937fa64ce54bcbaa&spa=1 . New entities can get their UEI at SAM.gov.

- Provide address for primary Virginia service location including nine-digit zip code,
- Provide Executive compensation information for five most highly compensated officers if **all** of the following apply:
    - Organization receives 80% or more of its annual gross revenues in Federal awards,
    - Organization receives $25,000,000 or more in annual gross revenues from Federal awards,
    - Executive compensation has not previously been reported to any Federal Agency through any other reporting system.

B. **ASSURANCES: CONSTRUCTION PROJECTS:** By entering this contract, the authorized representative of the Sub-recipient certifies that, if applicable, the Sub-recipient will comply with the following requirement: Parts II and III of Executive Order 11246 (30 F.R. 12319, 1965) as amended by Executive Orders 11375 (32 F.R. 14303, 1967) and 12086 (43 F.R. 46501, 1978) requiring federally assisted construction contracts to include the nondiscrimination provisions of § 202 and 203 of that Executive Order and Department of Labor regulations implementing Executive Order 11246 (41 CFR § 60-1.4(b), 1991).

C. **ASSURANCES: NON-CONSTRUCTION PROGRAMS:** By entering this contract, the authorized representative of the Sub-recipient certifies that it is in compliance with each of the following applicable requirements:

(a) Has the legal authority to apply for federal assistance, and institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project description.

(b) Will give VDH, the awarding federal agency, and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the agreement; and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of VDH.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(f) Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§ 16811683, and 1685-1686), which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (6) the Comprehensive Alcohol Abuse and Alcoholism

Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, related to nondiscrimination on the basis of alcohol abuse or alcoholism; (7) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (8) Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (9) The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability; (10) any other nondiscrimination provisions in the specific statute(s) under which these federal funds are being paid; and (11) the requirements of any other nondiscrimination statute(s) which may apply to the contract.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

(h) Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

(i) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subcontracts.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (2) notification of violating facilities pursuant to EO 11738; (3) protection of wetlands pursuant to EO 11990; (4) evaluation of flood hazards in floodplains in accordance with EO 11988; (5) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ⍰⍰ 1451 et seq.); (6) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C.⍰ 7401 et seq.); (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(l) Will comply with Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of national wild and scenic rivers system.

(m) Will assist VDH in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the

Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

D. **CERTIFICATION - CONFLICT OF INTEREST:** The Sub-recipient warrants that it has fully complied with the Code of Virginia State and Local Government Conflict of Interests Act (http://law.lis.virginia.gov/vacode/title2.2/chapter31/).

E. **CERTIFICATION - LOBBYING:** The Sub-recipient certifies that: Certification Regarding Lobbying (2 CFR 200.450) By signing this agreement, the Sub-recipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 in accordance with 2 CFR 200.450. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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, the Sub-recipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to VDH. 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 31 U.S.C. 1352. That the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly. The Sub-recipient agrees to comply with the Title 40 CFR Part 34, New Restrictions on Lobbying. Sub-recipients must submit certification and disclosure forms accordingly. 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. This can be found here: https://www.gsa.gov/forms-library/disclosure-lobbying-activities.

F. **CERTIFICATION - NONDISCRIMINATION:** During the performance of this Contract, the Sub-recipient agrees as follows: The Sub-recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Sub-recipient. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- The Sub-recipient, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Sub-recipient is an equal opportunity employer.
- 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.
- The Sub-recipient will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

G. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," including a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. The recipient may access the Excluded Parties List System at http://epls.arnet.gov.

H. **SUB-RECIPIENT MONITORING**: The Department will monitor the Sub-Recipient to evaluate the progress and performance of the program. The Sub-Recipient shall furnish the Department on request information regarding payments claimed for services under this contract. The Department and Federal personnel shall be provided access to all program-related

- The Sub-Recipient shall retain all books, accounts, reports, files and other records relating to the performance of the contract for a period of five years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the Department.
- Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Sub-Recipient, the Sub-Recipient shall reimburse the Department upon demand.
- Time and Effort Reporting: The Sub-Recipient shall comply with time and effort reporting as required by 2 CFR 200.430 Compensation-Personal Services. All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Department. The Sub-Recipient shall retain all books, reports, files and other records relating to time and effort reporting for a period of five years after completion.
- Audit of Financial Records: The Sub-Recipient shall comply with the audit and reporting requirements defined by 2 CFR 200 Subpart F – Audit Requirements as applicable. The Sub-Recipient will, if total Federal funds expended are $750,000 or more a year, have a single or program-specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards. A copy of the portion of the audit that affects the program will be submitted to the Commonwealth of Virginia. If there are no audit findings, a letter indicating no finds shall be submitted. The copy of the portion of the audit findings or the letter indicating no findings shall be sent to the Virginia Department of Health

- Sub-recipients receiving more than $750,000 in federal funds, during the sub-recipient's fiscal year, from any and all sources are required to have a single audit performed in accordance with code (§200.501(a)). When required, the most recent copy of the audit must be provided to the assigned contract monitor within 30 days of the effective date on this Agreement. If any findings were noted in the audit report, corrective actions taken to fully resolved the finding must be provided. If an audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided as well. The sub-recipient must provide a written statement if the organization did not receive more than $750,000 in federal funds. If total federal funds expended are less than $750,000 for a year the Sub-Recipient must meet the above audit requirements or maintain financial records for such audit that are available for review by appropriate officials of the granting Federal agency, pass-through entity, and the General Accounting Office.

I. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (2 CFR 200.213 and 2 CFR 180)** By initialing this box ____ , the Sub-recipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Sub-recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

J. **AUDIT AND ACCESS TO RECORDS PER 2 CFR 200.501- 200.521,** by initialing this box _____, the sub recipient certifies that it will provide notice of any adverse findings which impact this Sub award and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Sub-recipient is not subject to the Single Audit Act, then Sub-recipient will provide notice of the completion of any required audits and provide access to such audits upon request.

VIII. **AMERICAN RESCUE PLAN ACT (ARPA) FUNDING SPECIAL TERMS AND CONDITIONS**: This is added to the Federal Terms and Conditions as stated in the original contract for ARPA funding. The Sub-recipient will agree to, enforce and abide by all requirements and report to the Department all data and reports stated below as applicable

A. General Obligations:

- abide by a conflict of interest policy, prohibiting sub-recipients from competing for awards or grants in which they develop or draft specifications, requirements, or statements of work [See 2 CFR 2 CFR 200.319(b)].
- Audit/financial Management: The Sub-recipient makes audit reports available for public inspection [See 2 CFF 200.507]
- Make sub-recipient's personnel available to speak with federal auditors (See 2 CFR 200.508(d))
- Document any material deviations from budget, project scope or objective and request prior approval from VDH (see 2CFR 200.308(b))

B. Contracting: Incentivize cost reductions and opportunities to reduce operating costs going forward (e.g., see 2 CFR 200.318(g)).

C. Monitoring/Reporting

- Relate financial data and accomplishments to performance goals and objectives when preparing periodic reports (See 2 CFR 200.329(b)).
- Conduct onsite technical inspections and gain certified percentage of completion data to monitor for construction project completion (See 2 CFR 200.329(d)).

- Inform VDH if the supported activity is significantly impacted by unforeseen positive or negative events (See 2 CFR 200.329(e)).
- Quarterly reporting for all sub-recipient ARPA funded Water and Sewer projects include: (1) Projected/Actual Construction Start date; (2) Projected/actual initiation of operations date; (3) Location;

D. Project Wrap-up: Remit the value of any unused supplies in excess of $5,000 to VDH (See 2 CFR 200.314(a)).

IX. **CONSTRUCTION TERMS AND CONDITIONS FOR SUB-RECIPIENTS:** If Sub-recipient enters into contractual agreements for construction activities, the following terms and conditions must be included in any subaward or contract issued by the Sub-recipient.

A. **<u>LAWS AND REGULATIONS</u>:**

- The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.
- This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

B. **SUBCONTRACTS**

- The contractor shall as soon as practicable after the signing of the contract, notify the Sub-recipient in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the Sub-recipient may, within a reasonable time, object to as unsuitable. The Sub-recipient will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or bid form.
- The Sub-recipient shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.
- The contractor agrees that he is as fully responsible to the Sub-recipient for the acts and omissions of his subcontractors, suppliers, and invitee upon the site of the project and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

C. **INSPECTION:** All material and workmanship shall be subject to inspection, examination, and test by the Sub-Recipient and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Sub-Recipient may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.

Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed shall be contracted and paid for by the Contractor. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests.

The project inspector will recommend to the Sub-Recipient that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Sub-Recipient. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.

The project inspector has no authority to and shall not:

- Authorize deviations from the contract documents;
- Enter into the area of responsibility of the contractor's superintendent;
- Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
- Authorize or suggest that the Sub-Recipient occupy the project, in whole or in part;
- Issue a certificate for payment.

D. **WARRANTY OF MATERIALS AND WORKMANSHIP:** The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

E. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The contractor shall: (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor; (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and (3)Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work. The contractor shall also:

- The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the Sub-Recipient, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

- The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the Sub-Recipient may do so and charge for costs thereof to the contractor.
- During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the contract documents.

F. **PROTECTION OF PERSONS AND PROPERTY:** The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Sub-Recipient's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Sub-Recipient. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its Sub-Recipients. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

G. **GUARANTEE OF WORK:** Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the Sub-Recipient in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Sub-Recipient. Please refer to the attached Construction Terms and Conditions for more information regarding requirements for Guarantee of Work.

- If, within the guarantee period, defects are noticed by the Sub-Recipient which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the Sub-Recipient rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the Sub-Recipient, such notice being given not more than two weeks after the guarantee period expires, and without expense to the Sub-Recipient:

    - Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
    - Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
    - Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

- In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the Sub-Recipient and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Sub-Recipient may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
- All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under Section 17 of these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.

- In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

X. GENERAL TERMS AND CONDITIONS: The Sub-recipient shall abide by the following terms and conditions when administering this award:

A. ANTI-DISCRIMINATION: By submitting this agreement Sub-Recipient certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Sub-Recipient agrees as follows:

   a. The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 Sub-Recipient. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Sub-Recipient, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, will state that such Sub-Recipient 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. If the sub-Recipient employs more than five employees, the contractor shall (i) provide annual training on the sub-Recipient's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the sub-Recipient owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1 and 2 are a material part of the contract. If the Sub-Recipient violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Sub-Recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The Sub-Recipient will include the provisions of 1 above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each Sub-Recipient or vendor.

B. **ANTITRUST:** By entering into an agreement, the Sub-Recipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.

C. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Department and the Sub-Recipient are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual.* The Sub-Recipient shall comply with all applicable federal, state and local laws, rules and regulations.

D. **APPROPRIATIONS AND AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the department shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement. The Sub-Recipient acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

E. **ASSIGNMENT OF AGREEMENT:** An agreement shall not be assignable by the Sub-Recipient in whole or in part without the written consent of the Commonwealth.

F. **AUDIT:** The Sub-Recipient shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

J. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**
A Sub-Recipient organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contact with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

G. **ASSIGNMENT OF AGREEMENT:** An agreement shall not be assignable by the Sub-Recipient in whole or in part without the written consent of the Commonwealth.

H. **BACKGROUND CHECKS:** The VDH may require a background check for Sub-Recipient staff assigned to any resulting agreement. The Sub-Recipient shall be required to pay for all background checks processed for staff assigned to any agreement resulting from this contract agreement at a rate of $50.00. Fees are on a per background check basis and will be invoiced by VDH Accounting. The Sub-Recipient employees will be required to complete a form granting authority to release information. The Sub-Recipient shall allow the VDH access to review Sub-Recipient staff personnel and employment records. Background investigation results will be reviewed by the VDH, and are not releasable to the Sub-Recipient, however, can be provided to the individual of the investigation upon a written request. In the event agreement award is made prior to completion of background checks, any unfavorable results shall be subject to the terms and conditions of this contract agreement. In the event of any staff turnover or staff reassignments, the Sub-Recipient shall notify the VDH and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The VDH may remove any Sub-Recipient employee that the Contract Administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Sub-Recipient.

I. **CANCELLATION OF AGREEMENT:** The department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Sub-Recipient. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Sub-Recipient, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Sub-Recipient of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

K. **CHANGES TO THE AGREEMENT:** The parties may agree in writing to modify the scope of the Memorandum of Agreement. An increase or decrease in the price to the memorandum of Agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Memorandum of Agreement.

L. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Sub-Recipient assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, disclosure will not be divulged without the individual's and the department's written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the Code of Virginia.

Sub-Recipients who utilize, access, or store personally identifiable information (PII), protected health information (PHI), and electronic protected health information (ePHI), in performance of a contract, and in support of the HIPAA Privacy and Security regulations, are required to safeguard PII and PHI by:

- implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,

- implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,
- ensure that any Sub-Recipients the Sub-Recipient may engage on its behalf, and will have access to PHI, agrees to the same restrictions and conditions that apply to the business associate with respect to such information, and immediately notifies the department of any breach, or suspected breach, in the security of such information.
- Sub-Recipients shall allow the department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-Recipients and their employees working on this project may be required to sign a confidentiality statement.

M. **DATA PRIVACY :**In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this contract, Sub-Recipient is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy

N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the agreement terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Sub-Recipient responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

O. **DISCLAIMER:** Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project or work contained herein. Furthermore, the Sub-recipient shall not assign, sublet, or subcontract any work related to this Contract or any interest it may have herein without the prior written consent of VDH.

P. **DRUG-FREE WORKPLACE:** Applicable for all contracts over $10,000: During the performance of this contract, the Sub-Recipient agrees to (i) provide a drug-free workplace for the Sub-Recipient'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 the Sub-Recipient'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 the Sub-Recipient that the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient, 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.

Q. **EMPLOYEE ADMINISTRATION AND COSTS:** In the event this Agreement provides funds to the Sub-recipient for personnel or personnel related expenditures, the Sub-recipient shall be solely responsible for all: (a) personnel administration and obligations, to include, but not limited to: hiring, evaluations, termination, etc.; and (b) costs, to include, but not limited to: payment for leave, unused time, unemployment insurance and unforeseen employment liabilities (e.g. unemployment compensation, leave pay out, workers compensation, etc.). The VDH shall not assume any responsibilities or obligations as an employer; nor shall the VDH assume any liability (during or after the term of this Agreement) for personnel related costs incurred by the Sub-recipient in order to fulfill its obligations under this Agreement (except as noted below):Note: The VDH may, in its sole discretion and as specifically allowed in this Agreement, or in accordance with the overriding federal costs principles, reimburse the Sub-recipient for salary and eligible fringe costs incurred during the performance of this Agreement.

R. **IDEMNIFICATION (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** Sub-recipient agrees to indemnify, defend and hold harmless VDH and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Sub-recipient/any services of any kind or nature furnished by the Sub-recipient, provided that such liability is not attributable to the sole negligence of VDH or to failure of VDH to use the materials, goods, or equipment in the manner already and permanently described by the Sub-recipient on the arterials, goods or equipment delivered.

S. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over $10,000: By entering into a written contract with the Commonwealth of Virginia, the Sub-Recipient certifies that the Sub-Recipient does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

T. **INTEGRATION, MODIFICATION and PRICE ADJUSTMENT**: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both The Department and Sub-Recipient. This is a cost reimbursement agreement. The Department approved, price adjustment may be allowed at any time during the term of this Agreement with written request by the Sub-recipient and written agreement and approval by The Department.

U. **INSURANCE:** By signing this contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

K. **NONDISCRIMINATION OF SUB-RECEIPIENTS**: A Sub-Recipient A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

L. **RENEWAL OF AGREEMENT***:* This agreement may be renewed by the Commonwealth upon written agreement of both parties for (one year)/(successive one year periods), under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.

M. **SMOKEFREE ENVIRONMENT:** Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation **and/or the imposition of an administration compliance order on the responsible entity**.

N. .**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency unless specifically listed in the Attachment 1 Scope of Work or Attachment 6 RFA Narrative. In the event that the Sub-Recipient desires to subcontract some part of the work specified herein, the Sub-Recipient shall furnish the Departments names, qualifications and experience of their proposed Sub-Recipients and shall assure compliance with all requirements of the contract. Subcontracting with local health districts is not allowed.

O. **WHISTLEBLOWER PROTECTIONS:** Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for Sub-Recipients, grantees, Sub-Recipients, and sub grantees in accordance with this agreement. All Sub-Recipients, grantees, sub grantees, and Sub-Recipients for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a Sub-Recipient or sub grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

XII. **CHESAPEAKE BAY IMPLEMENTATION GRANT – MOST EFFECTIVE BASIN FUNDING SPECIAL TERMS AND CONDITIONS**: For the purposes of this contract, VDH received an asward from DEQ of Chesapeake Bay Implementation Grant to implement the Most Effective Basin program. The following terms and conditions are extracted from the agreement VDH received from DEQ and are passed on to the Sub-recipient.

A. **CONTRACTOR RATES**: The use of federal funds in this Agreement in the salary rate (excluding overhead) paid to individual consultants retained by the Grantee or by the Grantee's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2021, the limit is $661.24 per day and $82.65 per hour. This rate does not include transportation and subsistence costs for travel performed (the Grantee or subcontractor will pay these in accordance with its normal travel reimbursement practices). See 40 CFR 31.36 or 30.27 for more information.

B. **MANAGEMENT FEES**: The Grantee agrees that management fees or similar charges in excess of the direct costs and approved indirect rates (if applicable) are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work (Attachment 1).

C. **ACKNOWLEDGMENTS**: The role of DEQ and the Environmental Protection Agency (EPA) must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations, and other documents describing this project, whether funded in whole or in part. Acknowledgment of financial assistance, with the DEQ logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported by this award or any subaward. The Grantee is responsible for contacting DEQ staff in adequate time to obtain the logo in camera-ready or digital form. Prior to production, DEQ project management staff must approve the final draft. The acknowledgment should read: This project has been funded in part by the United States Environmental Protection Agency under assistance agreement 96383501-1 to the Virginia Department of Environmental Quality.

D. **OPERATION AND MAINTENANCE**: The sub-recipient (Grantee) will ensure the continued proper operation and maintenance of all nonpoint source (NPS) best management practices (BMPs) that have been funded under this agreement through the establishment of operation and maintenance plans and agreements with landowners and participants. BMPs shall be operated and maintained for the expected lifespan and in accordance with applicable standards and specifications as defined in DCR's "Agricultural BMP Cost-Share Manual" (Manual) or DEQ's "Total Maximum Daily Load (TMDL) Implementation Cost-Share Best Management Practice (BMP) Guidelines" (Guidelines), or other DEQ-approved document. The expected lifespan for each BMP is defined in both DCR's Manual and DEQ's Guidelines and begins on January 1 of the calendar year following the year of certification of completion. Sub-recipients (Grantees) shall include a provision in every applicable sub-agreement (grant or contract) awarded under this agreement requiring that BMPs funded under the agreement are properly operated and maintained for the lifespan of the practice. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub recipient. An Operation and Maintenance Plan for Best Management Practice and the associated Landowner Agreement for each BMP are due to DEQ for review and approval before any work can be started and any funds reimbursed. Operation and Maintenance Plans and Landowner Agreements should be submitted to DEQ within 60 days of the start of the grant agreement, or within 15 days of completion of the subject BMP designs. Utilization of the "DEQ Nonpoint Source Cost-share Programs Contract" or DEQ approved equivalent (Contract) and adherence to either DCR's Manual or DEQ's Guidelines is considered an adequate operation and maintenance plan and landowner agreement for agricultural and residential septic BMPs. Additional landowner agreements or contracts should be submitted on a quarterly basis throughout the grant period. DEQ (and its agency partners) and EPA respectively reserve the right to periodically inspect a practice during the lifespan identified in the Operation and Maintenance Plan, Contract, or other DEQ-approved mechanism to ensure that operation and maintenance are occurring during the practice lifespan. Please note that the enforceable length for this term and condition coincides with the length of period identified in the operation and maintenance plan or Contract (e.g. 10 years). The sub-recipient (Grantee) shall refund all or part of the cost-share financial received if BMPs are found not to meet applicable standards and specifications at the time of installation/payment or if the practices are removed or not properly maintained during the lifespan of the practice(s). The sale, lease or changed use of the property will not exempt the sub-recipient (Grantee) from fulfilling these requirement(s). The sub-recipient (Grantee) shall include a provision in every applicable sub-agreement (grant or contract) awarded under this agreement requiring that the landowner or participant completes an "Agreement Transferring Responsibility for Best Management Practice" form and submit that to the sub-recipient (Grantee) in the event of the property changing ownership during the lifespan of the practice(s). DEQ may require the sub-recipient (Grantee) to refund all or a portion of grant funds if the owner of the property hosting the BMP sells or loses control of the land under which a grant funded project is associated and does not reimburse the Grantee. In the event that the sub-recipient (Grantee) fails to comply, DEQ shall give written notice specifying the failure to comply and shall give the sub-recipient (Grantee) the time to correct such failure as provided for herein with respect to a breach of this Agreement. For nonpoint source BMP installations funded through this Agreement, if the sub-recipient (Grantee) does not comply within ninety (90) days of receipt of written demand from DEQ, the sub-recipient (Grantee) shall repay an amount, calculated on a straight line pro-rated basis, of the grant funds used for the installation.

XIII. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful **STATUS OF PERSONNEL: Roxanne Ehardt**, Chief Procurement Officer, for the Office of Procurement and General Services, has been designated as the Department administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby. This Memorandum of Agreement becomes effective on the date of the last signature.

SUB-RECIPIENT:	**VIRGINIA DEPARTMENT OF HEALTH:**
By:	By:
Title:	Title:
Date:	Date:

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

	Tasks	Estimated TJPDC Staff Hours	Estimated TJPDC Staff Cost	Deliverables	Start Date	End Date	Public Engagement
1	State Code Compliance Audit	8	$ 600.00	Combined Technical Memo	11/1/2023	11/30/2023	
2	Review of 2018 Comprehensive Plan	8	$ 600.00		11/1/2023	11/30/2023	
3	Update Demographic Data*	8	$ 600.00	Combined Technical Memo	11/1/2023	11/30/2023	
4	Update Growth Projections*	4	$ 300.00		11/1/2023	11/30/2023	
5	Existing Conditions Report* (including maps):	32	$ 2,400.00	Plan Chapter	12/1/2023	1/31/2024	
	Financial						
	Capital Improvements Program						
	Transportation Infrastructure*						
	Public Utilities						
	Environmental Conditions						
	Historic/Cultural Resources						
	Economic Development						
	Public Safety						
	Housing*						
	Parks and Recreation						
	Land Use/Zoning						
	Schools						
	Broadband Infrastructure*						
6	Review Related Plans:	24	$ 1,800.00	Technical Memo	12/1/2023	1/31/2024	
	Louisa County Comprehensive Plan						
	Public Utility Plans						
	VTrans (State Transportation Plan)						
	Regional Plans						
	Planning for Affordability						
	Hazard Mitigation						
	Regional Bike/Ped Plan						
	Rural Long Range Transportation Plan						
	Comprehensive Economic Development Strategy (CEDS)						
7	Establish Vision/Goals	12	$ 900.00	Facilitated Work Session with Planning Commission/Town Council; Technical Memo	2/1/2024	2/29/2024	
	Review previously established goals						
	Consider emerging issues/priorities						
	Benchmark against other vision goals						
8	Draft Objectives/Recommendations	16	$ 1,200.00	Facilitated Work Session with Planning Commission/Town Council; Technical Memo	3/1/2024	4/30/2024	Public Webinar/Public Meeting
	Public engagement report and presentation to PC	12	$ 900.00				
9	Prioritization of Strategies	16	$ 1,200.00	Facilitated Work Session with Planning Commission/Town Council; Prioritization Matrix	5/1/2024	5/31/2024	
10	Write Draft Plan (To include mapping, graphics, and formatting)	48	$ 3,600.00	Draft Plan	4/1/2024	5/31/2024	Public Hearing*
11	Final Plan	20	$ 1,500.00	Plan	6/1/2024	6/30/2024	
	Total TJPDC Staff Costs	**208**	**$ 15,600.00**				
	Direct Expenses*						
	Printing		$ 200.00				
	Travel (5 roundtrips @ 76 miles)	380	$ 248.90				
	Total Direct Expense		**$ 448.90**				
	TOTAL COST		**$ 16,048.90**				

Note:
*Direct costs for advertising public hearing not included
Assumes a joint public hearing for both the Planning Commission and the Town Council.

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF MINERAL AND THE THOMAS JEFFERSON PLANNING DISTRICT COMMISSION FOR THE PREPARATION OF A 2024 COMPREHENSIVE PLAN

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into between the Town of Mineral, a political subdivision of the Commonwealth of Virginia, (hereinafter "Town") and the Thomas Jefferson Planning District Commission, also a political subdivision of the Commonwealth of Virginia, (hereinafter "TJPDC"), for the purpose hereafter mentioned.

WHEREAS, the Town has expressed interest in updating its existing 2018 Comprehensive Plan in accordance with Code of Virginia § 15.2-2223; and

WHEREAS, the Town does not have the staffing resources to complete the plan in the time allowed; and

WHEREAS, the TJPDC, as the regional planning body for Planning District 10, has the staff expertise and available staffing to support the town in the development of a new plan; and

WHEREAS, the Town of Mineral Council has authorized town staff to enter into an agreement with the TJPDC to facilitate and prepare an updated 2024 Comprehensive Plan in coordination with the Planning Commission and Town Council; and

WHEREAS, the TJPDC is authorized by the Regional Cooperation Act (Virginia Code § 15.2-4205, et seq.), to make and enter into all contracts or agreements, as it may determine, which are necessary or incidental to the performance of its duties; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. **SCOPE OF MOA**

The Town and the TJPDC hereby set forth their understanding as to their respective responsibilities for the development of the 2024 Comprehensive Plan. A detailed Scope of Work is included as an attachment to this MOA.

As part of this scope, the Town of Mineral agrees to pay the TJPDC for personnel services and direct expenses committed in Fiscal Year 2024 in an amount not to exceed $16,048.90 for the facilitation and completion of a 2024 Comprehensive Plan.

Should the TJPDC's costs of preparing the plan be expected to exceed $16,048.90 or should the town request additional items not included in the Scope of Work (attached), the TJPDC will work with the Town to revise this agreement.

The MOA shall take effect upon signature by the last party signing the same and shall continue in full force and effect through June 30, 2024.

II. **PURPOSE**

The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism whereby the TJPDC may assist the Town of Mineral's Planning Commission and Town Council in the development and adoption of an updated 2024 Comprehensive Plan in exchange for an established not to exceed fee for direct and indirect overhead costs.

III. **RESPONSIBILITIES OF THE PARTIES**

To the best of their knowledge, the Parties represent that the execution and performance of this MOA does not contravene any law, governmental rule or regulation, or any provision of any other MOA or Agreements to which the Town and the PDC are a party. The Parties agree to the responsibilities set forth below.

Responsibilities of the TJPDC

1. Ensure full understanding of the Commonwealth of Virginia's Comprehensive Plan requirements.
2. Facilitate and draft a 2024 Town of Mineral Comprehensive Plan, inclusive of the full Scope of Work (as attached).
3. Facilitate three (3) work sessions with the Planning Commission and/or Town Council.
4. Schedule and conduct a required public hearing on the draft plan.
5. Manage and document all personnel and direct costs, with supporting documentation, and submit monthly reimbursement requests to Town staff for review and payment.

Responsibilities of the Town

1. Appropriate and contribute an amount not to exceed $16,048.90 for the TJPDC to facilitate and draft a 2024 Town of Mineral Comprehensive Plan.
2. Provide representatives, assistance, and guidance to TJPDC staff.
3. Review and comment on draft reports, when completed.
4. Provide the TJPDC with any information upon request.
5. Confirm agreement with the developed project scope and cost estimates.

IV. **PAYMENTS**

The TJPDC shall invoice the Town monthly for services provided and for direct and indirect expenses incurred during the previous month. Upon receipt and review of an invoice packet, the Town agrees to pay invoices within thirty 30 days.

PARTIES:

Town of Mineral, Virginia
By Its Authorized Agent:

____

A. Reese Peck, Town Manger

____

Date

Thomas Jefferson Planning District Commission
By Its Authorized Agent:

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Christine Jacobs, Executive Director

____

Date

RESOLUTION

Support for Additional State Funding for Planning District Commissions

WHEREAS, the Thomas Jefferson Planning District Commission (TJPDC) is the Planning District Commission serving the City of Charlottesville and the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson, known together as Planning District 10; and

WHEREAS, Planning District Commissions (PDCs) were authorized by the General Assembly in 1968 "to encourage and facilitate local government cooperation and state-local cooperation in addressing on a regional basis problems of greater than local significance;" and

WHEREAS, the TJPDC is a member of the Virginia Association of Planning District Commissions (VAPDC), an association representing the 21 Planning District Commissions in Virginia; and

WHEREAS, the 21 PDCs provide funding leverage, operational efficiencies and coordination of services, as well as collaboration that strengthen the state's ability to meet its objectives, while also serving their member governments and the State in critical areas such as economic development, housing, transportation, solid waste/recycling, land use planning, broadband development, tourism and others; and

WHEREAS, PDCs receive base funding in the state budget through the Department of Housing and Community Development; and

WHEREAS, state financial support for PDCs, including the TJPDC, remains below the level of support provided in FY06, more than 15 years ago; and

WHEREAS, the VAPDC recently requested that additional state funding for PDCs be included in the FY25/26 budget that will be introduced to the General Assembly's money committees in December; and

WHEREAS, that request notes that PDC's have been challenged by the adequacy of resources to carry out functions prescribed by the *Code of Virginia*, or have done so at the expense of other projects that assist the state and local governments; and

WHEREAS, a 2012 Joint Legislative Audit and Review Commission (JLARC) report noted that one of the barriers to successful sustained regional collaboration is the "insufficient resources to initiate or sustain collaboration;" and

WHEREAS, additional state support for extending PDC capacity would provide resources and flexibility to 1) spur preparation and execution of additional regional projects and plans; 2) assist the State on joint work; 3) support additional services to member governments; and 4) help create more efficiencies in how citizens are served; and

WHEREAS, enhancing resources at PDCs also would help support efforts to bring federal dollars to the state and regions; now, therefore be it

RESOLVED, that the Thomas Jefferson Planning District Commission supports inclusion of the aforementioned VAPDC request for an additional $150,000 per PDC in the next biennial budget for FY25 and FY26.

Adopted this 2nd day of November 2023 by the Thomas Jefferson Planning District Commission.

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Ned Gallaway, Chair

Thomas Jefferson
Planning District Commission
Regional Vision ▪ Collaborative Leadership ▪ Professional Service

MEMORANDUM

To: TJPD Commissioners
From: Christine Jacobs, Executive Director
Date: November 2, 2023
Re: Executive Director's Report

Purpose: To review the current agenda packet and inform Commissioners of Agency Activities since October 5, 2023.

Administration

- November 2, 2023, Meeting Agenda

1. **Call to Order**
   a. Call to Order, Roll Call – Chair Gallaway, Ruth Emerick
   b. Vote to Allow Electronic Participation, if needed – Ruth Emerick

2. **Matters from the Public**
   a. **Comments by the public** are limited to no more than 2 minutes per person.
   b. **Comments provided via email, online, website**, etc. (Read by Ruth Emerick)

3. **Presentations**

   a. ***TJPDC FY23 Financial Audit** – *David Foley, Robinson, Farmer, Cox Associates*
   Staff will send out a copy of the draft Audit in a separate email upon receipt from the auditor.

   ***Recommended Motion:** The Executive/Finance Committee of the Commission recommends a motion to accept the FY23 Financial Audit as presented.

4. ***Consent Agenda**
   a. *** Minutes of the October 5, 2023, Commission Meeting**

5. **New Business**
   a. *** September and Quarter One Financial Reports –** *Laura Greene*
   A copy of the following reports is included in the meeting materials.
      i. September Dashboard Report
      ii. September Consolidated Profit & Loss Statement
      iii. September Comparative Balance Sheet
      iv. September Accrued Revenue Reports
      v. Quarter One Consolidated Profit & Loss Statement

***Recommended Motion:** Staff recommends a motion to approve the consent agenda.

b. ***Virginia Department of Health – Direct to Partner Initiative (D2PI) for the Septic Well Assistance Program (SWAP)** – *Isabella O'Brien* – The Virginia Department of Health reached out to staff to ask if the TJPDC would be interested in partnering to ensure completion of several Septic and Well projects that were funded under the Septic Well Assistance Program. VDH has had difficulty getting local contractors to bid on approved projects and is asking various PDCs to help with local implementation through their Direct to Partner Initiative. Staff will present the opportunity to the Commission and ask for consensus on moving forward with the project.

***Recommended Action:** Staff recommends a motion to authorize the Executive Director to pursue the D2PI agreement through the Virginia Department of Health and take any actions necessary to execute an agreement and administer the program.

c. **Town of Mineral Comprehensive Plan –** *Curtis Scarpignato* – The Town of Mineral reached out to the TJPDC for support with facilitating and preparing an update to their Comprehensive Plan. Staff prepared a scope of work, a draft budget, and a draft Memorandum of Agreement to present to the Mineral Planning Commission. Staff is now presenting to the commission seeking consensus to move forward with the project should their Council approve the budget and scope of work.

***Recommended Action:** Staff recommends a motion to authorize the Executive Director to enter into an agreement with the Town of Mineral and to take all actions necessary to negotiate, contract, and administer the project.

6. Old Business

a. ***Resolution of Support for Additional State Funding for Planning District Commissions** – *David Blount* – VAPDC requested that additional state funding for PDCs be included in the FY25/26 budget that will be introduced to the General Assembly's money committees in December. Staff requests the Commission to consider support for the enhanced resources.

***Recommended Action:** Staff recommends a motion to approve the Resolution of Support for Additional State Funding for Planning District Commissions.

7. Executive Director's Monthly Report

a. **Administration**

i. **Southeast Crescent Regional Commission (SCRC) –** With SCRC administrative funding, two staff members attended the Virginia Institute of Economic Development's two-day training on the Fundamentals of Economic Development for local and regional entities.

b. **Virginia Telecommunications Initiative (VATI) –**

i. Virginia Telecommunications Initiative (VATI) 2022: Staff continues to prepare, schedule, and facilitate internal project team and external meetings. Monthly progress reports and remittance requests for TJPDC administrative costs and DHCD's portion of Firefly's construction-related activities are being submitted to DHCD. TJPDC is also submitting remittance requests for matching funds to several of the counties and providing those reimbursements to Firefly.

Project milestones reported to DHCD in October 2023 are as follows:

- 387 miles of field data collection.
- 2,047 miles of fiber design.
- 910 miles of make ready construction.
- Two communications huts set.
- 606 miles of aerial fiber placement.
- 246 miles of underground fiber placement.
- 381 miles of splicing.
- 4,584 passings.

On October 17, 2023, Firefly provided broadband updates for the County of Campbell, during their Broadband Authority meeting. On October 23, 2023, Firefly provided broadband updates for the County of Powhatan's Board of Supervisors meeting.

Each month, TJPDC staff conduct site visits to observe work underway throughout the project area. On October 21, 2023, TJPDC staff conducted a site visit to observe the connection of fiber broadband over a railroad track crossing in the Covesville area of Albemarle County.

Firefly's website includes timelines, project progress in each County, maps, and communications for specific project areas. This information is updated on a regular basis.

c. **Transportation –**

i. Safe Streets and Roads for All (SS4A): Staff is currently planning a regional safety summit to kick off the project with our member governments. The event will be held in late December or early January with more details to come.

ii. Smart Scale: Staff continues to closely follow the discussions at the Commonwealth Transportation Board (CTB) regarding proposed changes to the SMART SCALE program and is available as a resource with any questions regarding the potential impacts if these changes are implemented.

d. **Environment -**

i. Rivanna River Basin Commission - The RRBC's Eighth Annual Conference was held September 28th from 9-12:30 at the Albemarle County Office Building in Lane Auditorium. Speakers discussed their perspectives on PFAS, also known as "forever chemicals", and the studies, regulation, and mitigation actions happening at local, state, and federal levels.

8. **Other Business**
   a. Round table discussions from Commission members about topics of interest from each jurisdiction.

   b. **The next Commission meeting will be held on Thursday, December 7, 2023.** Items for the November meeting may include but are not limited to:
      i. 2024 Calendar of Meetings for Approval
      ii. Transit Governance Study Update/Draft Final Report with Consultants
      iii. Watershed Improvement Program (WIP) Update
      iv. CEDS Business Survey and Resilience Toolkit

9. ***Adjourn**

Designates Items to be Voted On