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

Thomas Jefferson Planning District Commission
Thursday, June 5, 2025, at 7:00 pm
In-Person Meeting
Water Street Center, 407 E. Water Street
Charlottsville, VA 22902

AGENDA

Join Zoom Meeting:
https://us02web.zoom.us/j/87233569988
Meeting ID: 872 3356 9988 **Passcode**: 890061
By call-in: 1 (301) 715-8592

1.	**Call to Order**	
	a. Call to Order, Roll Call – *Chair O'Brien, Ruth Emerick*	7:00 – 7:05
	b. *Vote to Allow Electronic Participation, if needed – *Chair O'Brien, Ruth Emerick*	
2.	**Matters from the Public**	
	a. Comments by the public are limited to no more than 2 minutes per person.	7:05 – 7:10
	b. Comments provided via email, online, website, etc. *(Read by Ruth Emerick)*	
3.	**Presentations**	
	a. Regional Housing Study Presentation – *Laurie Jean Talun, TJPDC, Mel Jones, Virginia Center for Housing Research, Jonathan Knopf, HousingForward Virginia*	7:10 – 7:25
4.	***Consent Agenda** – *Chair O'Brien*	7:25 – 7:30
	a. *Minutes of May 1, 2025, Meeting	
	b. *Minutes of May 1, 2025, Closed Session	
	c. *April Financial Reports	
	i. April Dashboard Report	
	ii. April Consolidated Profit & Loss Statement	
	iii. April Balance Sheet	
	iv. April Accrued Revenue Report	
	d. *Employee Handbook Revisions (Approved by Finance/Executive Committee 5.1.2025)	
	e. *Financial Management Policy Revisions (Approved by Finance/Executive Committee 5.1.2025)	
5.	***Old Business**	
	a. *Hazard Mitigation Planning Grant – Presentation, Resolution, Inter-Governmental Review – *Isabella O'Brien*	7:30 – 7:40
	b. *Safe Streets and Roads for All Safety Action Plan, Staff Memo, Resolution – *Christine Jacobs*	7:40 – 7:45
	c. *Election of TJPDC Officers – *Tony O'Brien*	7:45 –7:55
	i. Nomination Committee's Recommended Slate:	
	i. Keith Smith, Fluvanna County, Chair	
	ii. Michael Payne, City of Charlottesville, Vice-Chair	
	iii. Phil D'Oronzio, City of Charlottesville, Treasurer	
	iv. Christine Jacobs, TJPDC, Secretary	
	d. *FY26 Operating Budget Totals, Local Contributions, Revenues – *Christine Jacobs*	7:55 – 8:10
	i. Staff Memo and Resolution	
6.	***New Business**	
	a. *Authorization to Sign – *Christine Jacobs*	8:10 – 8:15
	i. Virginia Department of Rail and Public Transportation (DRPT) Master Agreement and Resolution	
	ii. FFY25 Annual Federal Transit Administration (FTA) Certifications and Assurances	
	b. *TJPDC Revised Financial Targets – *Christine Jacobs*	8:15 – 8:25

401 East Water Street ▪ Post Office Box 1505 ▪ Charlottesville, Virginia 22902-1505
Telephone (434) 979-7310 ▪ **Fax** (434) 979 1597 ▪ **Virginia Relay Users:** 711 (TDD) ▪ **email:** info@tjpdc.org ▪ **web:** www.tjpdc.org

7. **Executive Director's Report** 8:25 – 8:30
    a. Monthly Report – *Christine Jacobs*

8. **Other Business**
    a. Roundtable Discussion by Jurisdiction 8:30 – 8:55
    b. Next Meeting – No July Meeting
       August 7, 2025, 7:00 pm

       Items for next meeting:
        i. Virtual Meeting Policy
        ii. Conflict of Interest Policy
        iii. Housing Preservation Grant Pre-Application Approval and Intergovernmental Review (IGR) with Resolution for Approval
        iv. Area Types for Smart Scale – Rural Areas

9. ***ADJOURN** 8:55

** Designates Items to be Voted On*

TJPD Commissioners	
Ned Gallaway	Albemarle County
Mike Pruitt	Albemarle County
Tony O'Brien, Chair	Fluvanna County
Keith Smith, Treasurer	Fluvanna County
Tim Goolsby	Greene County
James Higgins	Greene County
Tommy Barlow	Louisa County
Manning Woodward	Louisa County
Jesse Rutherford	Nelson County
Ernie Reed	Nelson County
Michael Payne, Vice Chair	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 and HR Director
Taylor Jenkins	Director of Transportation
Lucinda Shannon	Senior Regional Planner
Sara Pennington	TDM Program Manager
Laurie Jean Talun	Regional Program Manager
Logan Ende	Regional Housing Planner II
Lori Allshouse	VATI Program Director
Joe Klodzinski	VATI Administrative Assistant
Gorjan Gjorgjievski	Regional Transportation Planner II
Isabella O'Brien	Regional Environmental Planner II
Sarah Simba	Regional Transportation Planner II
Otis Collier	BRCTB Compliance Agent
Gretchen Thomas	Administrative Assistant
Sarah Richardson	PATH Transportation Assistant
Igor Kalina	PATH Transportation Counselor
Kaiden Pritchett	AmeriCorps VISTA Member – Housing

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.

TJPDC Regional Housing Study

TJPDC Commission Meeting | June 5, 2025

Mel Jones
Co-Director
Virginia Center for Housing Research at Virginia Tech

VCHR

HousingForward VIRGINIA

Jonathan Knopf
Executive Director for Programs
HousingForward Virginia

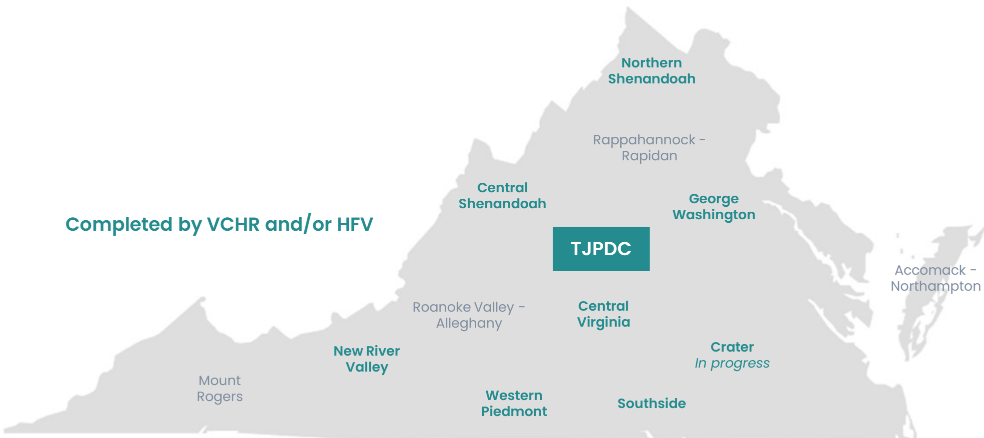
1

Why a regional housing study?

2

2

Recent PDC regional housing studies



HousingForward VIRGINIA

3

3

Start with the data + issues

4

4

Qualitative

Listening sessions with local decision makers

Focus groups and interview with local experts

- Realtors
- Builders
- Service Providers
- Educators
- Employers
- Local Government
- Economic Development
- Lenders
- And others!

Quantitative

- U.S. Census Bureau, Center for Economic Studies, LEHD OnTheMap data (commuting patterns)
- American Community Survey (ACS) 5-year estimates
- HUD Consolidated Housing Affordability Strategy (CHAS)
- Lightcast/BLS occupation wage data
- Virginia Association of REALTORS home sale data
- National Housing Preservation Database
- CoStar rent and vacancy data (multi-family rental)
- Local real estate tax assessment data
- Local certificate of occupancy data

Compare **supply** with **demand**

Literature Review

- Housing and community development
- Housing and community stability
- Housing and workforce sustainability/development
- Housing and economic opportunity for individuals and families (wealth building, inter-generational wealth, employment stability, educational achievement)
- Displacement (impacts of eviction, homelessness, community displacement)
- Tenure choice and barriers to tenure choice
- Homebuyer preferences
- Interest rate and inflation impacts
- Relevance of urban housing issues in rural places

7

7

Design policy solutions

8

8

How we craft solutions

Listening sessions and other engagement

Data, policy, and document review

Preliminary solution ideas

Partial draft of solutions

Full draft of solutions

Final versions

Feedback and input from local government representatives and stakeholders

Important considerations for solutions

Limited ← **Expected impact** → *Significant*

Hard ← **Effort required** → *Easy*

No chance ← **Feasibility** → *Embraced*

Regional and local solutions provided

REGIONAL

Address common issues and require high-level coordination across all localities

PARTNERSHIPS

Strategies to tackle similar challenges among subset of localities

LOCAL

Tailored to particular jurisdictions to address their community's specific needs

- **Albemarle County**
- **Fluvanna County**
- **Greene County**
- **Nelson County**
- **City of Charlottesville**

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What each solution includes

❗ **ISSUE** — Problem to be addressed

❓ **HOW IT WORKS** — Detailed outline and explanation

🔨 **HOW TO DO IT** — 6 month, 1 year, and 2 year action steps

✋ **WHO DOES WHAT** — Roles and responsibilities

💰 **HOW TO FUND IT** — Potential public and private funding sources

☑ **HOW TO MEASURE SUCCESS** — Metrics to track progress

12

12

Expected deliverables

13

13

TECHNICAL REPORT

Full unabridged version

Includes appendices and other supplementary materials

Intended audience:

Local government staff, program administrators, and other practitioners

CONSUMER REPORT

Infographic-style summary version

Produced by graphic designer with input from project team

Intended audience:

Elected officials, community leaders, advocates, and public writ large

Central Shenandoah PDC Consumer Report

Southside PDC Consumer Report

14

14

We’re here to help!

jonathan@housingforwardva.org
housingforwardva.org

mel.jones@vt.edu
mlsoc.vt.edu/research/vchr

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Planning District Commission

Regional Vision ▪ Collaborative Leadership ▪ Professional Service

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION (TJPDC)

Minutes, May 1, 2025

Commissioners Present	In Person	Remote	Staff Present	In Person	Remote
Albemarle County			Christine Jacobs, Executive Director	x	
Ned Gallaway	x		David Blount, Deputy Director	x	
Mike Pruitt	x		Ruth Emerick, Chief Operating Officer	x	
Fluvanna County			Laura Greene, Director of Finance and HR		
Tony O'Brien, Chair	x		Taylor Jenkins, Director of Transportation	x	
Keith Smith, Treasurer	x		Gorjan Gjorgjievski, Transportation Planner II	x	
Greene County			Sarah Simba, Transportation Planner II	x	
Tim Goolsby	x				
James Higgins	x				
Louisa County					
Tommy Barlow					
Manning Woodward	x				
Nelson County					
Ernie Reed	x		**Guests/Public Present**		
Jesse Rutherford	x		Sean Tubbs		x
City of Charlottesville			Rob Tieman, UVA	x	
Phil d'Oronzio	x		Danielle McCray, Kimley-Horn		x
Michael Payne, Vice Chair	x				

1. Call to Order:

a. Call to Order, Roll Call:

The Thomas Jefferson Planning District Commission (TJPDC) Chair, Tony O'Brien, presided and called the TJPDC meeting to order at 7:01 pm. Ruth Emerick took attendance and certified that a quorum was present.

b. Vote to Allow Electronic Participation (if needed): Not needed.

2. Matters from the Public:

a. Comments by the Public: None.

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

3. Presentations:

a. HOME Annual Action Plan Draft Presentation

Ruth Emerick, Chief Operating Officer and Housing Director, gave an overview of the TJPDC's role as the Thomas Jefferson HOME Consortium's HOME program administrator through an agreement with the City of Charlottesville as the lead agency. The HOME program requires a 5-year Consolidated Plan and an Annual Action Plan. HUD-funded formula grants are for building, buying, and/or rehabilitating affordable housing for rent or ownership, or providing direct rental assistance to low-income households. Program Year 2025's estimated total funding is $651,111. The Annual Action Plan's public comment period was April 14 to May 15, 2025. As the lead agency, the Charlottesville City Council considered approval of the plan in their May 5, 2025, meeting. The finalized plan is due to HUD by June 30, 2025.

Tony O'Brien opened the Public Hearing for the Annual Action Plan at 7:09 pm. There was no one from the public who wished to speak. The public hearing was closed.

Motion/Action: On a motion by Phil d'Oronzio, seconded by James Higgins, the Commission unanimously adopted the 2025-2026 CDBG-HOME Annual Action Plan, with latitude for staff to revise the funding amount when HUD allocations for Program Year 2025 are announced.

b. Legislative Report

David Blount, Deputy Director and Director of Legislative Services, gave an overview of the activities of the General Assembly during the winter session. The state's spending plan includes additional funding to remediate harmful algae blooms at Lake Anna. Several bills that would have restricted local land use authority on solar development did not make it through the legislative process.

c. Safe Streets and Roads for All Presentation and Draft Plan

Gorjn Gjorgjievski, Regional Transportation Planner II, presented the draft SS4A plan that is circulating to each of the governing boards in the region for their review and consideration for adoption. The plan must be adopted by all participating jurisdictions and the TJPD Commission (as the lead grant recipient) by June 26, 2025. A final copy of the safety action plan will be included in the June meeting for final adoption.

4. *Consent Agenda:

a. **Minutes of the April 10, 2025 Meeting**
b. **March Financial Reports**
c. **FY25 Q3 Financial Reports**

Phil d'Oronzio noted that his last name was misspelled in the April minutes and requested corrections.

Motion/Action: On a motion by Jesse Rutherford, seconded by Phil d'Oronzio, the Commission unanimously approved the Consent Agenda as presented, with correction to the spelling of Phil d'Oronzio's name in the April 10, 2025 minutes.

5. NEW BUSINESS:

a. Safe Streets and Roads for All (SS4A) FY25 Grant Submission

Taylor Jenkins, Director of Transportation, gave background information on a new Safe Streets and Roads for All project brought to the TJPDC by UVA. In partnership with UVA and VDOT, the TJPDC is seeking to submit an FY25 Safe Streets and Roads for All supplemental planning and demonstration grant to study Vulnerable Road Users (VRUs) in the urbanized portions of our planning district. Rob Tieman, Professor of Practice at UVA's school of engineering, shared details of the proposed study and potential outcomes for the Charlottesville-Albemarle Metropolitan Planning Organization as it relates to supplementing our existing safety action plan. At their April meeting, the CA-MPO Policy Board passed a resolution to support the application.

Motion/Action: On a motion by Keith Smith, seconded by Phil d'Oronzio, the Commission unanimously voted to approve a resolution supporting a FY2025 Safe Streets and Roads for All Supplemental Planning and Demonstration grant application in the Charlottesville-Albemarle Metropolitan Planning Organization (CA-MPO) area.

b. Regional Water Supply Planning - RPU1 - Resolution

Ruth Emerick shared that the TJPDC was asked to serve as the coordinating body for the Middle James 1 Regional Planning Unit's Regional Water Supply Plan. Staff prepared an application to DEQ for a small tranche of planning grant funds ($8,884) to facilitate the planning unit's activities. As a required component of the application, the Commission is asked to consider a resolution supporting TJPDC's role as the lead agent for the planning unit and as the grant applicant for the planning grant funds. Separately, Buckingham County's governing board will consider a resolution (as a member of RPU1). Nelson County is the only county in the TJPDC footprint that is in another planning unit (Middle James 2). The TJPDC will serve as a stakeholder in RPU2's planning efforts.

Motion/Action: On a motion by Phil d'Oronzio, seconded by Michael Pruitt, the Commission unanimously voted to approve a resolution designating the TJPDC as the lead agent in the Regional Planning Unit – Middle James 1's regional water supply plan, supporting a grant application to Virginia DEQ for planning grant funds, and affirming the participation of the Counties as listed in the resolution.

c. TJPDC Officer Slate Notice from Nominating Committee

The Nominating Committee for FY26 Commission Officers was selected at the April Commission meeting and consisted of Jesse Rutherford, Ned Gallaway, and Phil d'Oronzio. Jesse Rutherford shared that the Nominating Committee met in late April. The slate of officers presented by the Nominating Committee is as follows:

Chair – Keith Smith, Fluvanna County
Vice Chair – Michael Payne, City of Charlottesville
Treasurer – Phil d'Oronzio, City of Charlottesville
Secretary – Christine Jacobs (or designee)

There were no candidates nominated from the floor. This slate of officers will be considered for approval by the Commission at the next meeting.

d. Draft FY26 Operating Budget Totals, Revenue, and Local Contributions

Christine Jacobs gave an overview of the draft FY26 Operating Budget. The TJPDC Bylaws require a May adoption of the budget, however, due to the ongoing Classification and Compensation study, the commission deferred the FY26 budget to May for a draft review and June for adoption. The budget may be amended or revised anytime during the fiscal year; however, it also will be amended in February/March of 2026. The draft Operating Budget is balanced with projected revenues of $49,681,661 and projected expenditures of $49,681,661. The budget includes a capital reserve transfer of $26,000 for building renovations and incorporates the Commission's direction to implement Option 3b of the Classification and Compensation study. A final draft of the budget will come before the Commission in June for consideration/adoption.

6. EXECUTIVE DIRECTOR'S REPORT:

a. Monthly Report

Christine Jacobs shared updates on the VATI broadband project, the Rural Transportation Work Program for FY26, and a letter received from the US Department of Transportation's Secretary of Transportation, reminding all recipients of Federal transportation funds that they must fully comply with all Federal laws, regulations, and enforcement actions.

7. CLOSED SESSION: per *Code of Virginia* § 2.2-3711(A)1

a. TJPDC Executive Director Annual Evaluation: Using the attached closed session form, prepared by Ruth Emerick, the TJPD Commission entered into a closed session per *Code of Virginia* § 2.2-3711(A)1. Participants of the public were placed into the online 'waiting room' in Zoom until the closed session ended.

b. Public Session Resumes: Per the attached closed session form, the public session resumed, and visitors were re-admitted back into the TJPD Commission Zoom meeting.

8. OTHER BUSINESS:

a. Roundtable Discussion by Jurisdiction

b. Next Meeting – June 5, 2025, 7:00 pm

Items for next meeting:

i. FY26 Operating Budget for Consideration/Approval Election of TJPDC Officers
ii. Safe Streets and Roads for All Final Plan for Consideration/Adoption
iii. Housing Preservation Grant Pre-Application Approval and IGR Review, Resolution
iv. Employee Handbook and Financial Policy Revisions
v. Regional Housing Study Presentation
vi. Charlottesville-Albemarle Regional Transit Authority Draft Memorandum of Understanding
vii. DHCD CDBG Regional Priorities

9. ADJOURNMENT:

Motion/Action: On a motion by Jesse Rutherford, seconded by Phil d'Oronzio, the Commission unanimously voted to adjourn the May 1, 2025, Commission meeting at 9:13 pm.

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

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

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION

May 1, 2025

Prepared by Ruth Emerick, TJPDC

Commissioners Present		**Staff Present**	
City of Charlottesville			
Michael Payne, Vice Chair	x		
Phil d'Oronzio	x		
Albemarle County			
Ned Gallaway	x		
Michael Pruitt	x		
Fluvanna County			
Tony O'Brien, Chair	x		
Keith Smith, Treasurer	x		
Greene County			
Tim Goolsby	x		
James Higgins	x		
Louisa County		**Guests/Public Present**	
Tommy Barlow			
Manning Woodward	x		
Nelson County			
Jesse Rutherford	x		
Ernie Reed	x		

Closed Session:

1. **Motion to Enter Closed Session:** I, Keith Smith, move that the Commission be convened to a closed session pursuant to the exemption found in Sec. 2.2-3711(A)1 of the Code of Virginia to discuss matters of employee performance of the Executive Director. Motion seconded by Michael Pruitt.

Roll call vote:

______ (Aye) (Nay) Michael Payne
______ (Aye) (Nay) Phil d'Oronzio
______ (Aye) (Nay) Ned Gallaway
______ (Aye) (Nay) Mike Pruitt
______ (Aye) (Nay) Tony O'Brien
______ (Aye) (Nay) Keith Smith
______ (Aye) (Nay) Tim Goolsby

______ (Aye) (Nay) James Higgins
______ (Aye) (Nay) Manning Woodward
______ (Aye) (Nay) Tommy Barlow
absent (Aye) (Nay) Ernie Reed
______ (Aye) (Nay) Jesse Rutherford

Motion (Passed) (Failed)

2. **Motion to Exit Closed Session:** I, Keith Smith, move that the Commission exit closed session. Motion seconded by Ernie Reed for the Commission to exit closed session.

Roll call vote:

	(Aye) (Nay) Michael Payne		(Aye) (Nay) James Higgins
	(Aye) (Nay) Phil d'Oronzio		(Aye) (Nay) Manning Woodward
	(Aye) (Nay) Ned Gallaway	absent	(Aye) (Nay) Tommy Barlow
	(Aye) (Nay) Mike Pruitt		(Aye) (Nay) Ernie Reed
	(Aye) (Nay) Tony O'Brien		(Aye) (Nay) Jesse Rutherford
	(Aye) (Nay) Keith Smith		
	(Aye) (Nay) Tim Goolsby		**Motion (Passed) (Failed)**

3. **Motion to Certify:** I, Keith Smith, move that the Commission certify that to the best of each member's knowledge, only public business matter lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed or considered in the closed session. Motion seconded by Phil d'Oronzio to Certify.

Roll call vote:

	(Aye) (Nay) Michael Payne		(Aye) (Nay) James Higgins
	(Aye) (Nay) Phil d'Oronzio		(Aye) (Nay) Manning Woodward
	(Aye) (Nay) Ned Gallaway	absent	(Aye) (Nay) Tommy Barlow
	(Aye) (Nay) Mike Pruitt		(Aye) (Nay) Ernie Reed
	(Aye) (Nay) Tony O'Brien		(Aye) (Nay) Jesse Rutherford
	(Aye) (Nay) Keith Smith		
	(Aye) (Nay) Tim Goolsby		**Motion (Passed) (Failed)**

Certified: Keith Smith (May 21, 2025 06:23 EDT)

Keith Smith, Treasurer

TJPDC Closed Session form for minutes 5.1.2025

Final Audit Report 2025-05-21

Created:	2025-05-21
By:	Ruth Emerick (remerick@tjpdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ_XW4C56hsUhmWizBgVnMfa4sc2MMV-T

"TJPDC Closed Session form for minutes 5.1.2025" History

Document created by Ruth Emerick (remerick@tjpdc.org)
2025-05-21 - 2:45:47 AM GMT

Document emailed to keithsmith011163@gmail.com for signature
2025-05-21 - 2:48:11 AM GMT

Email viewed by keithsmith011163@gmail.com
2025-05-21 - 10:23:09 AM GMT

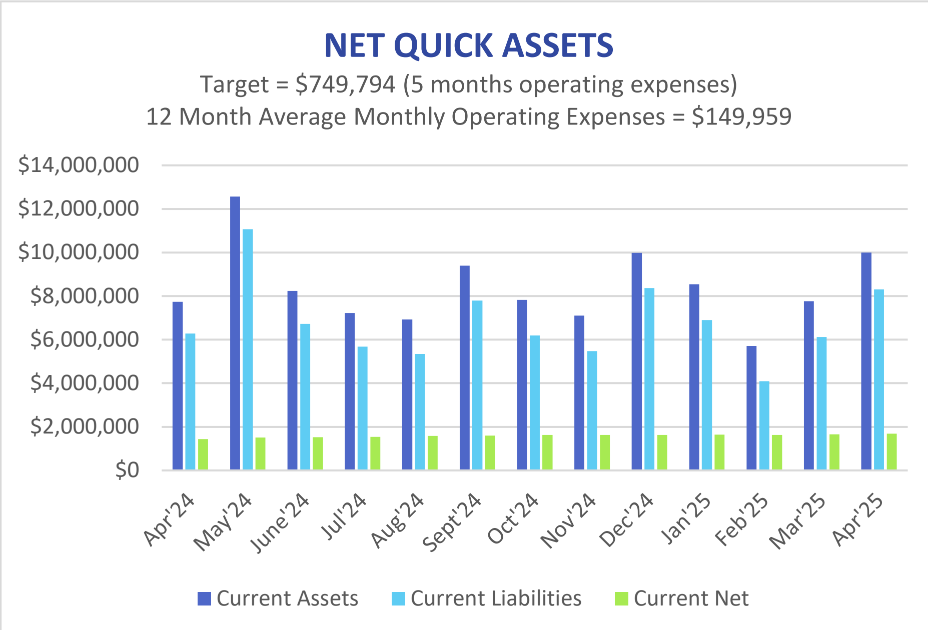
Signer keithsmith011163@gmail.com entered name at signing as Keith Smith
2025-05-21 - 10:23:50 AM GMT

Document e-signed by Keith Smith (keithsmith011163@gmail.com)
Signature Date: 2025-05-21 - 10:23:52 AM GMT - Time Source: server

Agreement completed.
2025-05-21 - 10:23:52 AM GMT

FY 25 FINANCIAL DASHBOARD

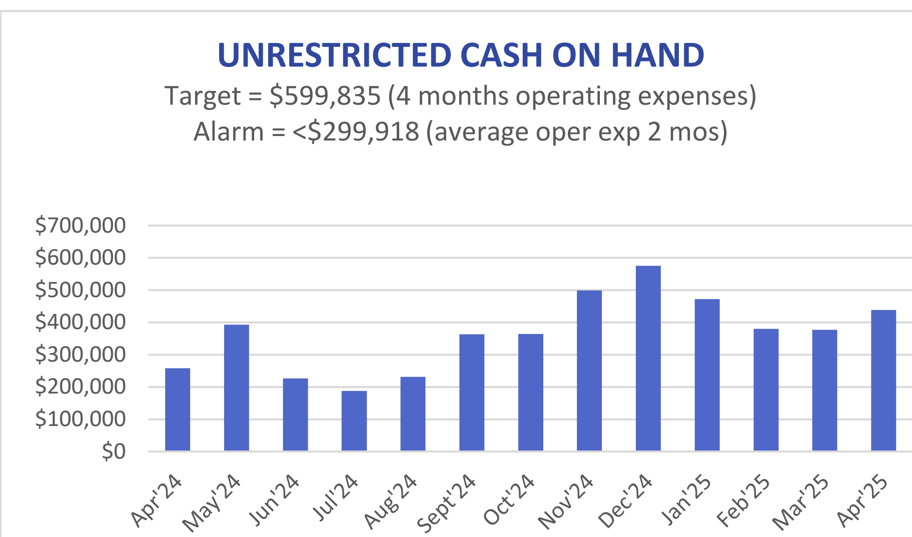
Through April 2025



MONTHLY NET QUICK ASSETS

Apr'24 = $1,442,556
May'24 = $1,502,579
Jun'24 = $1,523,939
Jul'24 = $1,538,193
Aug'24 = $1,579,627
Sept'24 = $1,594,519
Oct'24 = $1,624,878
Nov'24 = $1,624,250
Dec'24 = $1,622,485
Jan'25 = $1,646,439
Feb'25 = $1,621,230
Mar'25 = $1,650,494
Apr'25 = $1,689,807

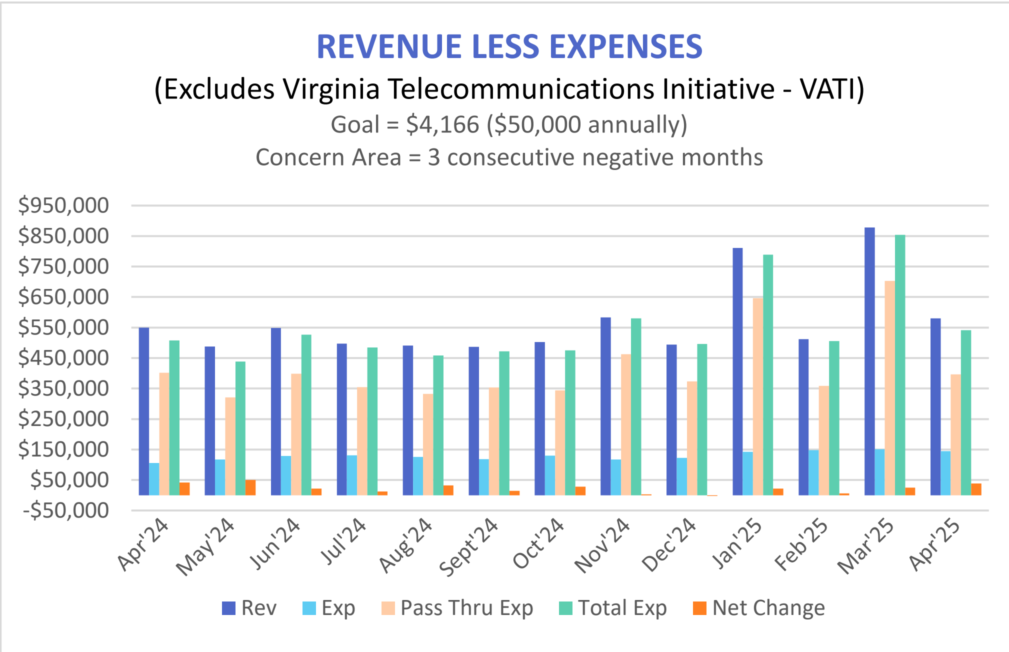
NET QUICK ASSETS are the highly liquid assets held by the agency, including cash, marketable securities, and accounts receivable. Net quick assets (NQA) are calculated as current assets (cash + marketable securities + prepaid assets + accounts receivable) minus current liabilities of payables and deferred 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 April 2025, the TJPDC had 11.27 months of operating expenses. The rolling twelve-month average operating expenses increased to $149,959. The 3-month average operating expenses decreased to $166,239. Actual operating expenses for April were $162,745. Capital reserves on April 30 were $940,013 (NQA minus 5 months of operating expenses).



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.

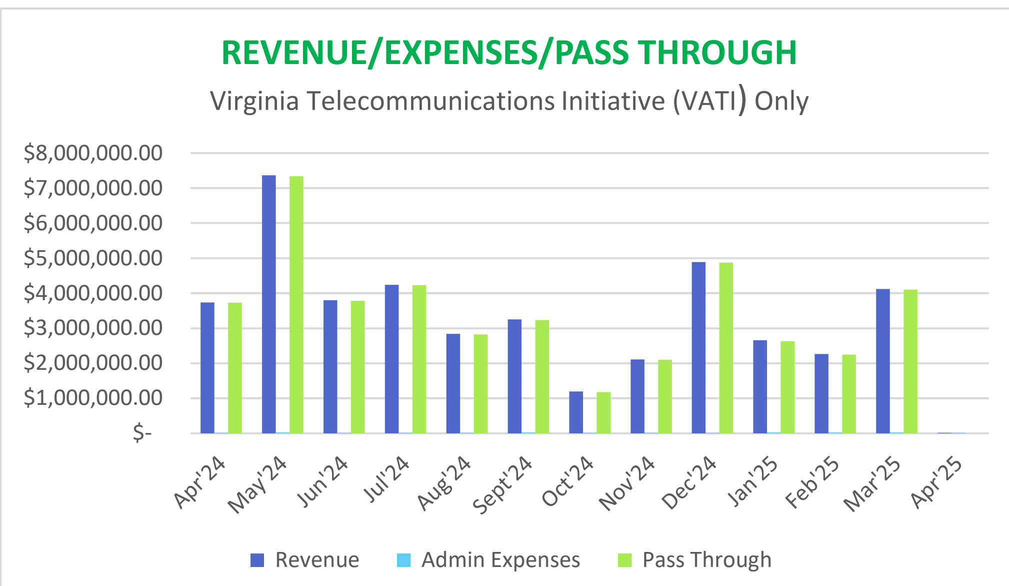
MONTHS OF UNRESTRICTED CASH divides unrestricted cash on hand by the agency's average monthly operating expenses to give the number of months of operation without any additional cash received. April financials indicate that there were 2.92 months of unrestricted cash on hand available.

NET REVENUE:



MONTHLY NET REVENUE

Apr'24 = $42,269
May'24 = $49,807
Jun'24 = $21,748
Jul'24 = $11,876
Aug'24 = $32,485
Sept'24 = $14,966
Oct'24 = $27,710
Nov'24 = $3,008
Dec'24 = ($1,936)
Jan'25 = $21,787
Feb'25 = $6,062
Mar'25 = $24,705
Apr'25 = $39,053



MONTHLY ADMIN

Mar'24 = $15,485
Apr'24 = $14,924
May'24 = $27,355
June'24 = $14,920
Jul'24 = $14,508
Aug'24 = $16,720
Sept'24 = $14,579
Oct'24 = $17,955
Nov'24 = $13,090
Dec'24 = $16,873
Jan'25 = $23,731
Feb'25 = $20,949
Mar'25 = $21,050
Apr'25 = $23,731

FY 25 FINANCIAL DASHBOARD

Through April 2025

NET REVENUE is the surplus or shortfall resulting from monthly revenues minus expenses. 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 and are reported separately in the VATI revenues, expenses, and pass-through graph both shown above.

The agency's net gain in April was $39,053. The April Accrued Revenue Report shows the total average available funds of $264,842 for the remaining 2 months in FY25, which is ample revenue to cover projected expenses.

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.

	Apr 25	Budget	Jul '24 - Ap...	YTD Budget	Annual Bud...
Ordinary Income/Expense					
Income					
41100 · Federal Funding Source	178,199	3,132,374	29,833,369	31,323,742	37,588,491
4120 · State Funding Source	52,137	314,934	1,108,492	3,149,342	3,779,210
4130 · Local Source	333,917	266,957	5,389,547	2,669,569	6,601,354
42000 · Local Match Per Capita	14,867	14,867	148,677	148,674	178,409
4279 · Program Income	11,460		21,488		
4280 · Interest Income	5,467	5,833	58,031	58,333	70,000
4285 · Rent Income	2,155	3,333	23,120	33,333	40,000
4999 · Prior Year Rev Corr	0		31		
Total Income	598,203	3,738,299	36,582,755	37,382,994	48,257,464
Gross Profit	598,203	3,738,299	36,582,755	37,382,994	48,257,464
Expense					
61000 · Personnel	129,629	112,378	1,178,577	1,123,776	1,415,606
6900 · Reimb. Overhead Allocation	0	(3,131)	0	(31,306)	(4)
6240 · Advertising / Marketing	4,337	3,330	14,565	33,303	39,963
62394 · Audit -Legal Expenses	736	2,768	10,527	27,683	37,920
6258 · Bank Charges	40	63	415	625	750
6260 · COGS	0	0	4,725	0	5,000
6281 · Dues	375	972	9,446	9,718	11,662
6242 · Employee Hiring & Recruitment	0		5,320		
62850 · Insurance	539	625	6,400	6,250	8,020
6345 · Janitorial Service	113	458	1,563	4,583	5,500
6450 · Meeting Expenses	579	3,419	5,641	34,192	41,030
6310 · Postage	56	111	726	1,112	1,339
62890 · Printing/Copier	172	405	2,044	4,055	5,266
6390 · Professional Dev & Meetings	2,179	4,043	30,975	40,428	48,513
6320 · Rent	9,009	8,975	89,325	89,750	107,700
6280 · Subscription-Publications	20	53	795	525	630
6290 · Supplies	838	1,207	11,643	12,071	14,485
63210 · Technology & Equipment	3,358	4,702	44,699	47,023	56,473
6600 · Telephone & Internet Service	1,469	1,461	13,891	14,608	17,530
6380 · TJPDC Contractual Services	6,503	6,710	47,135	67,099	80,769
63300 · Travel	2,795	4,787	37,297	47,873	65,447
9999 · Miscellaneous	0	1,426	0	14,263	17,115
Total Expense	162,745	154,763	1,515,707	1,547,630	1,980,714
Net Ordinary Income	435,458	3,583,536	35,067,048	35,835,364	46,276,750
Other Income/Expense					
Other Expense					
82999 · Grants Contractual Services	70,599	148,409	1,447,100	1,484,087	1,780,904
83000 · HOME Pass-Through	25,344	33,927	209,129	339,271	407,125
84000 · Grants Pass-Through	300,461	3,380,046	33,262,314	33,800,459	43,834,864
Total Other Expense	396,404	3,562,382	34,918,543	35,623,817	46,022,893
Net Other Income	(396,404)	(3,562,382)	(34,918,543)	(35,623,817)	(46,022,893)
Net Income	**39,053**	**21,155**	**148,505**	**211,547**	**253,857**

Thomas Jefferson Planning District Commission
Balance Sheet Prev Year Comparison
As of April 30, 2025

	Apr 30, 25	Apr 30, 24	$ Change
ASSETS			
Current Assets			
Checking/Savings			
1100 · Cash	909,966.73	740,107.19	169,859.54
1189 · Capital Reserve	940,013.00	766,219.00	173,794.00
Total Checking/Savings	1,849,979.73	1,506,326.19	343,653.54
Accounts Receivable			
1190 · Receivable Grants	8,135,683.27	6,258,576.77	1,877,106.50
Total Accounts Receivable	8,135,683.27	6,258,576.77	1,877,106.50
Other Current Assets			
1310 · Prepaid Rent	1,350.00	1,350.00	0.00
1330 · Prepaid Insurance	1,256.96	1,356.76	-99.80
1360 · Prepaid Other	11,562.75	4,745.92	6,816.83
Total Other Current Assets	14,169.71	7,452.68	6,717.03
Total Current Assets	9,999,832.71	7,772,355.64	2,227,477.07
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	-122,873.85	-116,837.13	-6,036.72
Total Fixed Assets	13,833.83	19,870.55	-6,036.72
TOTAL ASSETS	**10,013,666.54**	**7,792,226.19**	**2,221,440.35**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2100 · Accounts Payable-General	7,792,530.60	5,831,241.96	1,961,288.64
Total Accounts Payable	7,792,530.60	5,831,241.96	1,961,288.64
Credit Cards			
2155 · Accounts Payable Credit Card	8,516.20	5,712.55	2,803.65
Total Credit Cards	8,516.20	5,712.55	2,803.65
Other Current Liabilities			
2159 · Accrued Expenses	7,358.30	6,083.30	1,275.00
2160 · Accrued Payroll Payable	29,865.88	13,536.46	16,329.42
2468 · VRS Defined Benefit Payable	0.00	3,009.92	-3,009.92
2469 · Hybrid 401A Cash Match Payable	0.00	413.43	-413.43
2470 · Hybrid 457 DC Payable	0.00	1,300.59	-1,300.59
2800 · Deferred Revenue	471,754.90	458,462.38	13,292.52
Total Other Current Liabilities	508,979.08	482,806.08	26,173.00
Total Current Liabilities	8,310,025.88	6,319,760.59	1,990,265.29
Long Term Liabilities			
2200 · Leave Payable	60,858.24	43,706.64	17,151.60
Total Long Term Liabilities	60,858.24	43,706.64	17,151.60
Total Liabilities	8,370,884.12	6,363,467.23	2,007,416.89
Equity			
3000 · General Operating Fund	540,430.64	254,042.19	286,388.45

Thomas Jefferson Planning District Commission
Balance Sheet Prev Year Comparison
As of April 30, 2025

	Apr 30, 25	Apr 30, 24	$ Change
3100 · Restricted Capital Reserve	940,013.00	766,219.00	173,794.00
3600 · Net Investment in Fixed Assets	13,833.83	19,870.55	-6,036.72
Net Income	148,504.95	388,627.22	-240,122.27
Total Equity	1,642,782.42	1,428,758.96	214,023.46
TOTAL LIABILITIES & EQUITY	**10,013,666.54**	**7,792,226.19**	**2,221,440.35**

Accrued Revenue by Grant or Contract   For Year Ending June 30, 2025

Program Code	PROGRAM CONTRACTS/GRANTS Without Pass-Thrus	TOTAL PROGRAM CONTRACT/ GRANT AMOUNT	JULY 2024	AUGUST 2024	SEPTEMBER 2024	OCTOBER 2024	NOVEMBER 2024	DECEMBER 2024	JANUARY 2025	FEBRUARY 2025	MARCH 2025	APRIL 2025	YEAR TO DATE FY25	PREVIOUS YEARS	ESTIMATED BUDGET AMOUNT FOR FY26+	GRANT TO DATE	GRANT-CONTRACT REMAINING FY25	NOTES
299	**State Support to PDC (DHCD)**	$ 114,971	$ 4,781	$ 97	$ 1,856	$ 10,068	$ 3,468	$ 4,531	$ 10,738	$ 17,590	$ 10,646	$ 14,169	$ 77,945	$ -	$ 18,736	$ 77,945	**$ 18,290**	State funding to TJPDC General/Contingency $20,452 Deferred to FY26
112	**TJPDC Corporation**	$ 1,200	$ 135	$ 99	$ -	$ -	$ 266	$ 99	$ 199	$ 99	$ 199	$ 9	$ 1,106	$ -	$ -	$ 1,106	**$ 94**	501(c)3 Non-profit Arm
110	**Bank Interest**	$ 70,000	$ 5,864	$ 5,884	$ 5,585	$ 6,159	$ 5,828	$ 5,941	$ 6,059	$ 5,453	$ 5,785	$ 5,467	$ 58,026	$ -	$ -	$ 58,026	**$ 11,974**	Investment Pool Savings Income
120	**SCRC**	$ 23,384	$ -	$ -	$ -	$ 9,597	$ 334	$ 135	$ -	$ 585	$ 406	$ 1,087	$ 12,143	$ -	$ 5,750	$ 12,143	**$ 5,491**	*SCRC Cooperative Agreement (Oct 1-Sept 30)
170/171	**Rural Transportation**	$ 58,000	$ 2,994	$ 2,853	$ 1,814	$ 5,494	$ 2,219	$ 3,042	$ 2,513	$ 6,347	$ 8,175	$ 6,852	$ 42,302	$ -	$ -	$ 42,302	**$ 15,698**	VDOT Rural Transp Planning
273	**Water Street Center & Office Leases**	$ 27,500	$ 2,420	$ 2,385	$ 2,580	$ 2,155	$ 2,525	$ 2,295	$ 2,155	$ 2,155	$ 2,295	$ 2,155	$ 23,120	$ -	$ -	$ 23,120	**$ 4,380**	Rental Fees
277	**Legislative Liaison**	$ 118,128	$ 5,608	$ 8,651	$ 6,776	$ 9,423	$ 11,621	$ 6,619	$ 13,356	$ 12,641	$ 8,457	$ 5,436	$ 88,590	$ -	$ -	$ 88,590	**$ 29,538**	*Legislative Operations - $12,700 in deferred revenue budgeted
278	**VAPDC-ED**	$ 55,243	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ 4,826	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ 46,076	$ -	$ -	$ 46,076	**$ 9,167**	Contract for Admin Services
296	**Member Per Capita**	$ 178,411	$ 14,868	$ 14,868	$ 14,868	$ 14,868	$ 14,868	$ 14,868	$ 14,868	$ 14,868	$ 14,868	$ 14,867	$ 148,677	$ -	$ -	$ 148,677	**$ 29,734**	Local Govt Annual Contributions
110/300	**VRSA Prof. Development & Safety Grants**	$ 5,250	$ -	$ -	$ 4,750	$ -	$ -	$ -	$ 500	$ -	$ -	$ -	$ 5,250	$ -	$ -	$ 5,250	**$ -**	VRSA Grants for Professional Development & Safety Equip.
303	**Solid Waste**	$ 11,500	$ 1,628	$ 2,259	$ 199	$ 631	$ 3,293	$ 2,557	$ 465	$ 66	$ 166	$ 199	$ 11,464	$ -	$ -	$ 11,464	**$ 36**	*Contract for annual reporting + $1,000 in deferred revenue
325	**Mineral**	$ 4,647	$ 334	$ 2,975	$ 317	$ 832	$ 190	$ -	$ -	$ -	$ -	$ -	$ 4,647	$ -	$ -	$ 4,647	**$ (0)**	Contract for Support Developing Town of Mineral Comprehensive Plan
907	**WIP Phase III - Contract #7**	$ 58,000	$ 4,597	$ 2,764	$ 6,497	$ 3,103	$ 1,415	$ -	$ -	$ -	$ -	$ -	$ 18,376	$ 39,624	$ -	$ 58,000	**$ -**	*Watershed Improvement Plan
907	**WIP Phase III - Contract #8**	$ 58,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,349	$ 3,773	$ 4,135	$ 1,857	$ 16,115	$ -	$ 35,934	$ 16,115	**$ 5,951**	Watershed Improvement Plan
908	**RRBC**	$ 11,130	$ 3,156	$ 2,045	$ 3,841	$ 671	$ 266	$ 33	$ 21	$ -	$ -	$ 298	$ 10,332	$ -	$ -	$ 10,332	**$ 798**	*Rivanna River Basin Commission
Program Code	PROGRAM CONTRACTS/GRANTS With Pass-Thrus	$ -																
172	**Safe Streets and Roads for All (SS4A)**	$ 82,000	$ 6,721	$ 4,954	$ 3,972	$ 3,610	$ 2,778	$ 1,887	$ 3,363	$ 4,076	$ 1,915	$ 3,809	$ 37,084	$ 26,054	$ 2,789	$ 63,137	**$ 16,074**	*Estimated Completion - June 2025
	SS4A Pass-Thru	$ 990,000	$ 22,100	$ 14,850	$ 28,050	$ 59,349	$ 59,250	$ 64,770	$ 68,712	$ 103,950	$ 126,100	$ 70,599	$ 617,730	$ 266,545	$ 10,500	$ 884,275	**$ 95,225**	*Pass through to Kimley Horn, AvidCore, and VDOT
180A-24	**Mobility Management - 2024**	$ 86,371	$ 11,172	$ 11,864	$ 6,576	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,613	$ 56,759	$ -	$ 86,371	**$ (0)**	*Mobility Management - Oct 1 - September 30, 2024
	Mobility Management Pass-Thru - 2024	$ 31,112	$ 4,848	$ 6,425	$ 4,378	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,650	$ 15,462	$ -	$ 31,113	**$ (0)**	Contracted with JABA
180A-25	**Mobility Management - 2025**	$ 196,438	$ -	$ -	$ -	$ 11,596	$ 6,378	$ 13,524	$ 20,817	$ 18,540	$ 24,273	$ 23,779	$ 118,906	$ -	$ 41,197	$ 118,906	**$ 36,335**	*Mobility Management - Oct 1 - September 30, 2025
	Mobility Management Pass-Thru - 2025	$ 11,831	$ -	$ -	$ -	$ 4,879	$ 6,953	$ -	$ -	$ -	$ -	$ -	$ 11,831	$ -	$ -	$ 11,831	**$ -**	
180B-Local	**Mobility Management - Branding**	$ 17,871	$ 339	$ 505	$ 921	$ 199	$ 533	$ 281	$ 554	$ 535	$ 508	$ 731	$ 5,104	$ 3,154	$ -	$ 8,258	**$ 9,612**	*BAMA grant, CACF grant, UVA contribution to support Mobility Mgmt
	Mobility Management Pass-Thru	$ 35,027	$ -	$ -	$ -	$ 946	$ -	$ -	$ -	$ -	$ -	$ -	$ 946	$ 30,027	$ -	$ 30,973	**$ 4,054**	Branding/Marketing Consultant for Mobility Management
180C-RTAP	**Mobility Management - RTAP Grant**	$ 4,398						$ 398			$ 4,000	$ -	$ 4,398			$ 4,398	**$ -**	RTAP Training Grant
	Mobility Management Pass-Thru	$ -																
180D-TAF	**PATH - Transportation Asst. Fund**	$ 5,000									$ 192	$ -	$ 192			$ 192	**$ 4,808**	PATH Transportation Assistance Fund
	Mobility Management Pass-Thru	$ -																
181	**RTP-TDM - Admin**	$ 50,000	$ 2,617	$ 3,582	$ 3,508	$ 5,638	$ 3,213	$ 3,364	$ 5,201	$ 590	$ 1,244	$ 2,067	$ 31,024	$ -	$ 7,647	$ 31,024	**$ 11,329**	*Regional Transit Partnership - *budget includes $7,647 deferred revenue
	RTP Pass-Thru	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	*Grant Match if needed
190/195/198	**MPO-PL**	$ 290,276	$ 16,129	$ 11,931	$ 11,733	$ 14,473	$ 9,499	$ 13,982	$ 24,133	$ 18,658	$ 19,408	$ 28,975	$ 168,921	$ -	$ 64,363	$ 168,921	**$ 56,992**	*MPO PL Transportation Planning - Passive Roll Over Permitted
	MPO - PL - Consultant Pass-Thru	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	LRTP Support Consultant
191/196/199	**MPO-FTA**	$ 123,166	$ 5,772	$ 4,531	$ 5,643	$ 5,514	$ 4,298	$ 8,886	$ 9,043	$ 8,795	$ 13,564	$ 14,858	$ 80,903	$ -	$ -	$ 80,903	**$ 42,263**	MPO FTA Transit Planning
	MPO - FTA Pass Thru	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	Consultant Pass-thru if needed
193/193.1	**Rideshare - Admin**	$ 173,778	$ 11,754	$ 13,361	$ 10,207	$ 10,261	$ 10,119	$ 9,031	$ 9,088	$ 8,236	$ 15,134	$ 25,111	$ 122,302	$ -	$ -	$ 122,302	**$ 51,476**	Rideshare TDM Program Marketing & Management
	Rideshare Pass-Thru	$ 450	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 450**	Advertising / Marketing Consultant for FY25
194	**Rideshare CAP Strategic Plan**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	Rideshare Strategic Plan - One-time grant - TJPDC admin not covered
	Strategic Plan Pass-Thru	$ 69,946	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,842	$ -	$ -	$ 3,842	$ 66,104	$ -	$ 69,946	**$ 0**	Full grant is direct pass through to consultant
726	**HOME ARP - Admin**	$ 367,541	$ 2,042	$ 923	$ 1,722	$ 2,745	$ 1,327	$ 1,007	$ 1,171	$ 1,397	$ 1,184	$ 1,138	$ 14,656	$ 146,237	$ 201,772	$ 160,893	**$ 4,876**	*HUD-ARPA Planning funds (not to exceed 5% of grant) - $32,670 budgeted
	HOME ARP Pass-Thru	$ 2,082,730	$ -	$ -	$ 12,771	$ 9,640	$ 13,326	$ 9,359	$ -	$ 21,469	$ -	$ -	$ 66,564	$ 31,109	$ 1,961,430	$ 97,673	**$ 23,626**	*Admin includes Consultant for Gap Analysis - $277697 budgeted
727-21	**HOME-21 TJPDC Admin**	$ 67,662	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 67,662	$ -	$ 67,662	**$ -**	*HUD HOME-21 Housing Grants Admin
	HOME-21 Pass-Thru	$ 608,954	$ -	$ -	$ -	$ -	$ -	$ (1,883)	$ -	$ -	$ -	$ 1,883	$ -	$ 608,954	$ -	$ 608,954	**$ -**	*HUD HOME-21 Housing Grants Construction
727-22	**HOME-22 TJPDC Admin**	$ 74,783	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 74,783	$ -	$ 74,783	**$ -**	*HUD HOME-22 Housing Grants Admin
	HOME-22 Pass-Thru	$ 785,628	$ 18,340	$ -	$ -	$ -	$ 7,550	$ -	$ 8,188	$ 8,600	$ -	$ 12,002	$ 54,680	$ 326,146	$ 277,616	$ 380,825	**$ 127,187**	*HUD HOME-22 Housing Grants Construction
727-23	**HOME-23 TJPDC Admin**	$ 78,529	$ 4,150	$ 8,397	$ 2,327	$ 4,891	$ 1,342	$ -	$ -	$ -	$ -	$ -	$ 21,107	$ 57,421.71	$ -	$ 78,529	**$ -**	*HUD HOME-23 Housing Grants Admin
	HOME-23 Pass-Thru	$ 718,217	$ -	$ -	$ -	$ -	$ 56,950	$ -	$ -	$ -	$ -	$ 11,460	$ 68,410	$ 129,519.14	$ 520,288	$ 197,929	**$ 0**	*HUD HOME-23 Housing Grants Construction
727-24	**HOME-24 TJPDC Admin**	$ 65,111	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 65,111	$ -	**$ (0)**	*HUD HOME-24 Housing Grants Admin
	HOME-24 Pass Thru	$ 586,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,475	$ -	$ 19,475		$ 506,000	$ 19,475	**$ 60,525**	*HUD HOME-24 Housing Grants Construction
728-22	**Housing Preservation Grant-22 - Admin**	$ 32,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,250	$ -	$ 32,250	**$ -**	*USDA Housing Repair Admin
	HPG-22 Pass-Thru	$ 182,750	$ -	$ -	$ 10,316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,316	$ 172,434	$ -	$ 182,750	**$ -**	*USDA Housing Repair Construction
728-23	**Housing Preservation Grant-23 - Admin**	$ 31,865	$ 5,678	$ 4,059	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,737	$ 22,129	$ -	$ 31,865	**$ -**	*USDA Housing Repair Admin
	HPG-23 Pass-Thru	$ 180,570	$ 27,183	$ 13,100	$ 30,096	$ -	$ 8,850	$ 7,063	$ -	$ -	$ 10,499	$ 5,000	$ 101,790	$ 45,484	$ 33,296	$ 147,274	**$ 0**	*USDA Housing Repair Construction
728-24	**Housing Preservation Grant-24 - Admin**	$ 20,369	$ -	$ -	$ -	$ -	$ 2,287	$ 1,725	$ -	$ -	$ -	$ -	$ 4,012		$ 16,357	$ 4,012	**$ 0**	*USDA Housing Repair Admin
	HPG-24 Pass-Thru	$ 115,427	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,850	$ 15,242	$ 19,092		$ 86,570	$ 19,092	**$ 9,765**	*USDA Housing Repair Construction
729	**Regional Housing Partnership**	$ 50,000	$ 2,906	$ 14,381	$ 2,703	$ 3,612	$ 2,598	$ 1,945	$ 2,176	$ 2,874	$ 2,741	$ 5,337	$ 41,272		$ -	$ 41,272	**$ 8,728**	Regional Housing Partnership
	RHP - Consultant Pass-Thru	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	**$ -**	
729-1	**RHP Housing Summit 2025**	$ 49,317	$ 3,679	$ 3,000	$ 2,203	$ 2,543	$ 2,934	$ 2,441	$ 5,408	$ 7,079	$ 14,208	$ 942	$ 44,436	$ 3,384	$ -	$ 47,820	**$ 1,497**	RHP Housing Summit 2025
	RHP Summit Pass-Thru	$ 37,239	$ -	$ -	$ 1,319	$ -	$ -	$ -	$ -	$ 719	$ 35,201	$ -	$ 37,239		$ -	$ 37,239	**$ -**	
729-2	**RHP Housing Study**	$ 126,671	$ -	$ -	$ 2,490	$ 3,235	$ 939	$ 956	$ 677	$ 175	$ 1,207	$ 4,377	$ 14,056		$ 62,084	$ 14,056	**$ 50,531**	Regional Housing Study Grant
	RHP Housing Study Pass-Thru	$ 148,329	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 111,247	$ -	**$ 37,082**	
732 CY24	**VERP-24 - Admin**	$ 24,129	$ 1,849	$ 2,114	$ 2,921	$ 2,168	$ 2,327	$ 1,821	$ -	$ -	$ -	$ -	$ 13,198	$ 10,931		$ 24,129	**$ (0)**	*VA Eviction Planning Grant - Admin
	VERP 24 Pass-Thru	$ 325,270	$ 15,942	$ 17,045	$ 16,365	$ 36,869	$ 53,046	$ 39,278	$ -	$ -	$ -	$ -	$ 178,545	$ 146,725		$ 325,270	**$ (0)**	*VA Eviction Planning Grant - Consultants
733	**VA Housing Development - Admin**	$ 200,000	$ 5,144	$ 5,780	$ 6,592	$ 6,930	$ 4,210	$ 3,081	$ 3,993	$ 4,793	$ 4,538	$ 5,453	$ 50,514	$ 94,958	$ 44,111	$ 145,472	**$ 10,418**	*VA Housing PDC - Admin
	VA Housing Pass-Through	$ 1,800,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 324,766	$ -	$ 256,550	$ -	$ 581,316	$ 795,412	$ 334,863	$ 1,376,728	**$ 88,409**	*VA Housing PDC - Construction/Partnership
760	**Blue Ridge Cigarette Tax Board**	$ 123,558	$ 14,510	$ 10,068	$ 6,878	$ 8,637	$ 8,175	$ 6,631	$ 11,598	$ 8,232	$ 10,425	$ 9,816	$ 94,968		$ -	$ 94,968	**$ 28,590**	Includes Administrative Fees
	Cig Tax Pass-Through	$ 3,274,313	$ 265,957	$ 281,490	$ 268,202	$ 291,532	$ 257,117	$ 254,948	$ 244,741	$ 219,814	$ 251,056	$ 280,219	$ 2,615,074		$ -	$ 2,615,074	**$ 659,239**	Pass through - direct costs
761	**VATI 22 - Admin**	$ 875,000	$ 14,508	$ 16,720	$ 14,579	$ 11,609	$ 9,616	$ 15,432	$ 19,792	$ 16,532	$ 16,331	$ 14,269	$ 149,389	$ 491,997	$ 200,279	$ 641,386	**$ 33,335**	*VATI Admin - 36-42 months
	VATI 22 Pass-Through	$ 109,848,780	$ 4,874,596	$ 2,820,737	$ 4,037,723	$ 1,842,349	$ 2,097,745	$ 5,862,647	$ 2,634,886	$ 2,246,441	$ 4,098,917	$ -	$ 30,516,041	$ 43,318,502	$ 28,530,278	$ 73,834,543	**$ 7,483,959**	*Program/Construction Pass-Through
762	**VATI 24 - Admin**	$ 280,062	$ -	$ -	$ 7,215	$ 6,346	$ 3,474	$ 1,441	$ 3,939	$ 4,416	$ 4,719	$ 3,593	$ 35,144	$ -	$ 224,042	$ 35,144	**$ 20,876**	*VATI Admin - 18 months
	VATI 24 Pass-Through	$ 13,008,438	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ 10,588,438	$ -	**$ 2,420,000**	*Program/Construction Pass-Through
901	**DEQ Septic Program - Admin**	$ 18,390							$ 1,379	$ 897	$ 498	$ 133	$ 2,907	$ -	$ 6,788	$ 2,907	**$ 8,696**	Dept of Environmental Quality - Septic Program
	DEQ Septic Pass-Through	$ 146,630							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 146,630**	*Program/Construction Pass-Through
902	**DEQ Rain Barrel Program**	$ 10,821							$ 4,202	$ 332	$ 1,205	$ 432	$ 6,172	$ -	$ 2,550	$ 6,172	**$ 2,099**	Dept of Environmental Quality - Rain Barrel Program
	DEQ Rain Barrel Pass-Through	$ 3,477							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,477**	Pass through - direct costs
	TOTAL - All Programs	**$ 139,311,836**	**$ 5,388,903**	**$ 3,319,279**	**$ 4,555,076**	**$ 2,417,154**	**$ 2,687,950**	**$ 6,368,717**	**$ 3,469,631**	**$ 2,779,153**	**$ 4,998,659**	**$ 598,204**	**$ 36,582,726**	**$ 47,079,763**	**$ 43,960,036**	**$ 83,662,489**	**$ 11,689,311**	**TOTAL - All Programs**
	Pass Thru Sub-totals	**$ 121,687,721**	**$ 5,228,965**	**$ 3,153,647**	**$ 4,409,220**	**$ 2,245,563**	**$ 2,560,786**	**$ 6,236,181**	**$ 3,281,293**	**$ 2,604,835**	**$ 4,801,648**	**$ 396,404**	**$ 34,918,543**	**$ 45,952,422**	**$ 42,960,526**	**$ 80,870,965**	**$ 11,159,627**	Pass-Thru Subtotal

*indicates unspent funds can 'roll-over' in FY26

$ 149,959	12 month average - Operating Expenses
$ 166,239	3 month average - Operating Expenses
$ 162,745	last month - Operating Expenses

Total Grant Funds Remaining	**$ 11,689,311**
Pass-through funds	**$ 11,159,627**
TJPDC Available Funds	**$ 529,684**
Average Funds Available per Month	**$ 264,842**

Employee Handbook

Adopted by TJPDC on (add adoption date)

Replaces earlier versions:
Original issue: 12/1/1996
Update: 2/3/2000
Update: 9/4/2003
Update: 10/6/2016
Update: 10/03/2024

Thomas Jefferson
Planning District Commission

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EMPLOYEE HANDBOOK
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON (ADD ADOPTION DATE)
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APPENDICES

EMPLOYEE HANDBOOK[1]
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON (ADD ADOPTION DATE)

About the Thomas Jefferson Planning District Commission: Planning District Commissions (PDCs) were established by the General Assembly under the Virginia Area Development Act (Code of Virginia, Title 15. 1, Ch. 34). The Thomas Jefferson PDC was formed in 1972 to provide a forum for discussion of issues localities have in common, or on which there is disagreement; to work to decrease fragmentation in government; to plan cooperatively for the future; and to provide planning services to local governments as requested. As a public body, the TJPDC strives to include the public in decision-making.

Mission Statement: The mission of the Thomas Jefferson Planning District Commission is to serve our local governments by providing regional vision, collaborative leadership and professional service to develop effective solutions.

I. PURPOSE OF THIS HANDBOOK

The objective of this Employee Handbook with addendums ("Handbook") is to provide a uniform system of personnel administration for the staff of the Thomas Jefferson Planning District Commission (TJPDC) based on merit principles, equitable compensation, open competition in hiring and advancement, and equal employment opportunities.

It is the policy of the TJPDC to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of the TJPDC and its employees.

This handbook is not, and shall not, be construed as an explicit or implied contract, shall not modify any existing at-will status of any TJPDC employee, and shall not create any due process requirement in excess of federal or state constitutional or statutory requirements. The term at-will means employees can terminate voluntarily or be terminated at will. Exceptions are employees having written contracts that include a term of service signed by the Executive Director and/or the Commission Chair of the TJPDC.

It is the policy of the TJPDC to strive for safety in all activities and operations, and to carry out the commitment of compliance with health and safety laws applicable to the TJPDC by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

II. EMPLOYEE CLASSIFICATIONS

All employees, regardless of status, are employees at will.

A. Classifications and Definitions

1. Exempt Employee

An employee who occupies a position which is exempt (not eligible) from the overtime provisions of the Fair Labor Standards Act under the executive,

1 The TJPDC reserves the right to modify, amend, or rescind these policies in whole or in part without prior notice. See Section XVII

administrative or professional exemptions. Full-time, part-time, and temporary employees may be classified as exempt and paid on a salaried basis.

2. Non-exempt Employee

An employee who is subject to wage and hour laws, i.e. overtime pay provisions of the Fair Labor Standards Act. Full, part-time, introductory, and temporary employees may be classified as non-exempt and paid on a salaried or hourly basis.

3. Full-time Employee

An individual hired on either an exempt or non-exempt basis for an established position for an indefinite term who is expected to work a minimum of thirty (30) hours per week. Full-time employees are eligible for full benefits as defined in this Employee Handbook.

4. Part-time Employee

An individual hired on either an exempt or non-exempt basis for an established position for an indefinite term who is expected to work an established period of time that is less than thirty (30) hours per week. Part-time employees are not eligible for employee benefits.

5. Introductory/Probationary Employee

A full-time or part-time employee who has worked for the TJPDC for less than six months. Introductory/probationary employees are not eligible to utilize the grievance procedures.

6. Temporary/Seasonal Employee

An individual hired on a term basis, e.g., day, week, period of months or on a project basis. Temporary/seasonal employees are not eligible for employee benefits.

7. Executive Director

The Executive Director of the TJPDC. Whenever responsibilities fall to the Executive Director under these Policies, he or she may designate another to fulfill his or her responsibilities.

8. Human Resources Director (HR)

The personnel within TJPDC who ensure the company's policies and systems function as intended.

III. EQUAL EMPLOYMENT OPPORTUNITY

A. Policy Statement

It is the policy of the TJPDC to provide equal opportunity in employment and to administer employment policies without regard to race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, national origin, sex, pregnancy, childbirth, and medical conditions related to pregnancy/childbirth (including lactation), sexual orientation, gender identity, disability, marital status, military status (including active duty, veteran, or dependent), age, any other protected class.

This policy applies to every aspect of employment practices including, but not limited to the following:

1. Recruiting, hiring and promoting in all job classifications except where such a factor can be demonstrated as a bona fide occupational qualification.
2. All decisions for hiring or promotions shall be based upon each individual's qualifications for the position to be filled.
3. All other personnel actions such as compensation, benefits, transfers, corrective action, layoffs, terminations, training, and assignments.

B. No-Harassment/No-Discrimination Policy

The TJPDC will not tolerate any form of harassment or discrimination. In accordance with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, our No-Harassment/No-Discrimination Policy prohibits harassment, discrimination or intimidation of others based on age, color, race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), creed, religion, national origin, gender, gender identity/expression, sexual orientation, ethnicity, political affiliation, pregnancy, disability, marital status, military/veteran status, status in any other group protected by federal or local law or for any other reason.

Harassment includes, but is not limited to, remarks, jokes, written materials, symbols, paraphernalia, clothing or other verbal or physical conduct which may intimidate, ridicule, demean, or belittle a person because of their age, sex, color, race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), creed, religion, national origin, ethnicity, pregnancy, disability, gender, gender identity/expressions, sexual orientation, political affiliation, marital status, military/veteran status, or status in another group protected by federal, state or local law.

Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual nature; as well as behavior, remarks, jokes or innuendos that intimidate, ridicule, demean or belittle a person on the basis of their gender; regardless of whether the remarks are sexually provocative or suggestive of sexual acts.

Harassment occurs when:

- Submission to and/or tolerance of the unwelcome conduct is explicitly or implicitly made a term or condition of a person's employment.
- Submission to, tolerance of, and/or rejection of the unwelcome conduct is a basis for employment decisions.
- The unwelcome conduct substantially interferes with a person's work performance and creates an intimidating, hostile, or offensive work environment.

C. Responsibility To Report

All employees are responsible for helping ensure that harassment and discrimination in the workplace is avoided. If you experience any problem of this sort, become aware of any other employee experiencing a problem of this sort, or have knowledge of any form of harassment or discrimination, sexual or otherwise, you must immediately report it to your supervisor. This includes matters concerning actions of other employees or members of the public while interacting with the TJPDC. If you believe that it would be inappropriate to discuss the matter with your supervisor, or you are uncomfortable discussing the matter with your supervisor, you may elect to bypass your supervisor and report the matter directly to the Human Resources Director. If an employee's complaint concerns the Human Resources Director, report the matter directly to the Executive Director.

All claims of harassment or discrimination will be investigated thoroughly and promptly without consequence to the employee experiencing or reporting the conduct. We will endeavor to keep complaints, investigations, and resolutions confidential to the extent possible; however, we cannot compromise our obligation to investigate complaints. The employee who brought the complaint will be provided with information on the outcome of the investigation within the limits of confidentiality. Reports will be promptly, and thoroughly investigated and appropriate corrective actions taken if the charge is founded. If it is determined that a violation has occurred, appropriate relief for the employee(s) bringing the complaint and appropriate disciplinary action, up to and including discharge, against the person(s) who violated the policy will follow.

A non-employee who subjects an employee to harassment in the workplace will be informed of the TJPDC's policy and appropriate actions will be taken to protect the employee from future harassing conduct.

Employees are required to participate in any investigations needed to determine if a policy was violated. Failure to participate in an investigation is grounds for disciplinary action up to and including possible termination.

D. Retaliation

Retaliation is illegal and contrary to the policy of the TJPDC. Employees who bring complaints of discrimination or who identify potential violations, witnesses interviewed during the investigation, and others who may have opposed discriminatory conduct are protected from retaliatory acts.

If an employee believes that he or she is being retaliated against, a written report should be made to the Human Resources Director. Those who are found to be acting in a retaliatory manner will be disciplined for such conduct.

E. Accommodating Individuals with Disabilities

In accordance with the Virginia Human Rights Act and the Americans with Disabilities Act Amendment Act, the TJPDC provides equal employment opportunities to qualified individuals with disabilities. Reasonable accommodation will be provided to a qualified employee or applicant with a disability when that employee or applicant requests an accommodation. A qualified employee or applicant is one who is able to perform the essential functions of the job with or without accommodation. All requests for accommodation will be fully reviewed. A request for accommodation will be denied if the accommodation is not shown to be effective, places an undue burden on the TJPDC, makes it impossible for the employee to carry out the essential functions of the position, or if the employee poses a direct threat to the health and safety of him or herself or others.

If you requested accommodation but feel that your request was ignored or improperly denied, or if someone is not abiding by the agreed accommodation, it is both your right and your obligation to contact the Human Resources Director.

IV. RECRUITMENT AND SELECTION

A. Open Positions

All positions shall be open to all individuals who meet the minimum requirements for the position. The recruitment objective is to obtain well-qualified applicants for all vacancies and selection shall be based on the best-qualified person available at the salary offered for the particular position.

First consideration will be given to current employees who desire to fill an open position, if the current employee is qualified for the position and if the placement best serves the needs of the TJPDC. The Executive Director may carry out open competition to fill any vacancy.

Employment decisions shall be handled in a manner consistent with the Virginia Conflicts of Interest Act.

B. Introductory/Probationary Period

All new full and part-time employees serve a six-month introductory period. During this period the employee must demonstrate that he or she is capable and willing to perform the job satisfactorily. At the end of the introductory period the employee will be evaluated to determine satisfactory performance. If satisfactory performance is attained the employee will be given non-probationary status and entitled to the utilization of the grievance procedure. In establishing an introductory period, the TJPDC does not change in any way the employment at-will status that applies to its employment relationship with all employees at all times during their employment.

C. Hiring Authority

The Executive Director has complete authority for hiring, promoting and discharging employees in accordance with these policies. The Executive Director has the responsibility and authorization for administering the personnel system established by these policies. The Commission has authority for hiring, supervising, evaluating and discharging the Executive Director.

V. EMPLOYEE COMPENSATION

The total compensation of employees consists of the regular salary, wages and applicable overtime pay for full-time employees, the employer's contributions to employee benefits, holiday pay, and various forms of leave with pay.

The TJPDC is committed to complying with the wage and deduction requirements of the Fair Labor Standards Act (FLSA). If you believe that there is an error or improper deduction in your paycheck, report this to the Human Resources Director. Your questions will be promptly investigated and corrected as necessary. The TJPDC will make a thorough effort not to repeat the error.

A. Pay and Classifications

1. The compensation plan for employees of the TJPDC shall consist of:

a) A classification system for all classified jobs.
b) A pay grade that sets a pay range for each classified position.

2. The rates of pay for each employee within a paygrade shall be set by the Executive Director. The normal entrance rate of pay for new employees will generally be at the lower end of the paygrade for the position.
3. The compensation plan may be amended by motion of the Commission

B. Hours of Work

1. The normal work schedule for which wages are paid consists of forty (40) hours, broken down into eight (8) hours a day, Monday through Friday. This does not preclude the establishment of specified schedules other than forty (40) hours in a given workweek for other employees if approved by the Executive Director.
2. Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be considered if a mutually workable schedule can be negotiated with the supervisor involved. While the TJPDC does not offer a compensatory time off policy, the Executive Director may approve time off of hours or a full day, when an employee has or expects to exceed forty (40) hours of work in a work week due to mandated workload, after hours meetings, project deadlines or to meet other involuntary needs. The time off for additional work must be taken within the same month that it is earned, and as approved by the employee's supervisor. All hours worked must be included as work time in the TJPDC's on-line timekeeping system. A note is to be added on any day in which additional hours are worked and on days when the additional hours are used for time off. Additional guidance on flex time is included in Appendix E.
3. Accurately recording time worked is the responsibility of every employee. Federal and state laws require TJPDC to keep an accurate record of time worked in order to calculate employee pay and benefits as well as to charge grants and contracts accurately. Time worked is all the time actually spent on the job performing assigned duties; any questions regarding whether something constitutes "time worked" should be directed to an employee's supervisor immediately.
4. If an employee is unable to report for work or expects to be late, the employee must contact his or her supervisor, the Executive Director, and the Administrative Assistant by e-mail as soon as possible but no later than the beginning of his or her scheduled work period, giving the reason for the absence or tardiness. Paid leave may or may not be approved. If an employee has difficulty reaching his or her supervisor, he or she should leave a message reporting his or her absence but continue in his or her attempts to contact his or her supervisor. The responsibility to notify a supervisor about absences or tardiness always rests with the employee. Any absence of three days without communication will be deemed a voluntary resignation. Extenuating circumstances will be considered.
5. Hours of work, schedules, and duty assignments of short duration of individual employees may be altered under authorization of the supervisor within the established workweek and schedule of the agency as conditions warrant. Schedules may also be adjusted to meet ADA requirements.

6. The TJPDC offers a Telework Program. Teleworking, or telecommuting, is the concept of working from home or another location. Teleworking is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the agency. The TJPDC has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees are not required to telework. Employees have the right to refuse to telework if the option is made available. See Appendix F for policy guidance and Appendix G for the Remote Work Agreement.

C. Compensation Increases

1. TJPDC promotes excellence in its workforce. Salary increases within budget constraints may be given to that end. Each employee's compensation will be reviewed annually and based on a review of the employee's job classification and associated paygrades, satisfactory performance and contributions to the organization, pay increases may be given. In exceptional circumstances an employee's pay may be increased in less than a year for meritorious service or enhanced responsibilities. Pay increases are not automatic or guaranteed.

D. Overtime

1. Employees who are not exempt under the Fair Labor Standards Act (FLSA) will be paid at the rate of time and a half for all hours actually worked in excess of forty (40) hours in a work week. Unless authorized to do so beforehand, employees should not work over forty (40) hours during a work week. The work week begins on Monday and ends on Sunday for purposes of overtime.

   Exempt employees who are required to work beyond normal hours or on weekends and holidays may be given time off at the discretion of the Executive Director pursuance to the Flex Time policy. See Appendix E for additional guidance.

E. Bonuses

The Executive Director may grant a bonus to an employee or employees to recognize superior service to the TJPDC.

F. Health Insurance

The TJPDC participates in The Local Choice Health Benefits Program. The health plans offered include medical, dental and vision insurance. All full-time employees are eligible for participation in the health plans offered annually. The percentage for the employee and TJPDC share of the cost will be set annually, based on information provided by the insurer, and approved by the Commission.

The TJPDC will pay 100% of the single employee rate for health insurance. The employee may elect additional spouse, dependent or family coverage at their own expense utilizing pre-tax payroll deductions under the TJPDC cafeteria 125 plan. If a full-time employee elects to waive coverage and not participate in the group health insurance plans, they may request a health insurance stipend to apply toward the cost of a single insurance plan secured through private insurance or the cost of being added to a spouse's insurance plan. The amount of the stipend will be determined annually and in no circumstance would the value of the stipend – including the associated employee and employer payroll taxes – be

Commented [LG1]: Only two employees utilize the grandfathered policy and both have indicated they will elect to transition to the current plan policy effective 7/1/25.

greater than the rate the TJPDC contributes under the group insurance plans. Per IRS regulations, the stipend is considered taxable income and must be paid through payroll.

G. Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Thomas Jefferson Planning District Commission is required to provide continued health insurance coverage for a "qualifying event" subject to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). The TJPDC will notify the appropriate agencies of the "qualifying event" and the COBRA administrator will send the required COBRA notifications to the employee. All premiums will be paid by the employee directly to the administrator, should coverage be elected.

H. Retirement

The TJPDC participates in the Virginia Retirement System (VRS) for all employees eligible for retirement benefits pursuant to the rules and policies of VRS.

I. Group-Term Life Insurance

Group-term Life Insurance is required for all employees enrolled with the VRS and the premiums are paid 100% by the TJPDC. Eligible employees may also elect to purchase Supplemental Life Insurance for themselves, their spouse and/or their dependents paid 100% by the employee with after-tax dollars through payroll deductions.

J. Long-Term and Short-Term Disability Insurance

All full-time employees are enrolled in the TJPDC long-term disability insurance plan. Premiums are paid 100% by the TJPDC. The TJPDC also provides short-term disability benefits through a self-funded plan. A Summary of Benefits for both plans can be obtained from the Human Resources Director.

K. Gym Membership Plan

The TJPDC participates in the ACAC Corporate Rate Program. All full-time employees are eligible for participation in the program. Employees who join the gym under this program will pay 100% of the dues (employee/couple/family, as appropriate) through after-tax payroll deductions. When an employee utilizes the ACAC facilities eight (8) or more times in a month, the following month the TJPDC will contribute 50% of the cost of the employee-only dues. This contribution is a taxable benefit and is run through payroll.

VI. HOLIDAYS AND LEAVE

A. Holidays

The following holidays* are observed by the TJPDC. Full-time employees shall be granted time off for these days without charging the time against leave balances:

HOLIDAY	CORRESPONDING DATE
New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January

Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Day Before Thanksgiving[2]	4th Wednesday in November (1/2 day)
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Two (2) Floating Holidays	To be accrued annually on July 1; to be used any day before June 30

* Holidays falling on Saturday or Sunday shall be taken on the Friday or the Monday respectively as announced by the TJPDC.

If an eligible employee works on one of these holidays, he or she may take time off on an hour for hour basis for the hours worked on the holiday. The time off must be taken at another time during the quarter in which the holiday falls. An employee may choose to work on a holiday to exchange the day for another day desired by the employee, provided the Executive Director has approved the exchange.

Any holiday floated or exchanged must be used by the end of the fiscal year (June 30th). Any unused holiday will not roll-over to the next fiscal year and will not be paid if the employee leaves the employ of the TJPDC for any reason.

B. Leave

1. Annual Leave

Full-time employees will accrue paid annual leave for personal purposes at the following rates and shall be used on an hour for hour basis:

YEARS OF ELIGIBLE SERVICE	DAYS/MONTH	PER YEAR
0 to 5 years	1.0 days	12 days
5-10 years	1.25 days	15 days
More than 10 years	1.50 days	18 days

Employees wishing to take annual leave shall have it approved in advance by the supervisor and Executive Director. Leave is not eligible at all times: the Executive

2 One-half day.

Director has a primary obligation to ensure that the TJPDC service to localities and citizens is carried out.

Each employee may accumulate a maximum of 30 days of annual leave. Once an employee has accrued 30 days (240 hours), no further leave shall accrue until some portion of that leave is used.

Upon separation, an employee shall be entitled to payment for all unexpired credited annual leave based on the employee's current rate of pay at the time of separation. In the event of the death of an employee, the employee's estate shall be entitled to payment for any unused balance of annual leave allowances at the time of death.

2. Sick Leave

Full-time employees will accrue sick leave benefits at the rate of 15 days per year (1.25 days for every full month of service) and when taken shall be used on an hour-for-hour basis. Paid sick leave shall be used for:

a) An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care; or
b) Care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative medical care.

For purposes of this policy, the TJPDC defines "family member" as:

a) Regardless of age, a biological child, adopted or foster child, stepchild, legal ward, child to whom the employee stands in loco parentis, or individual to whom an employee stood in loco parentis when the individual was a minor;
b) A biological parent, foster parent, stepparent, adoptive parent, legal guardian of an employee or an employee's spouse, or individual who stood in loco parentis to an employee when the employee or employee's spouse was a minor child;
c) An individual to whom an employee is legally married under the laws of any state;
d) A grandparent, grandchild, or sibling, whether of a biological, foster, adoptive, or step relationship, of an employee or the employee's spouse;
e) An individual for whom an employee is responsible for providing or arranging care, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment; or
f) Any other individual related by blood or affinity whose close association with an employee is the equivalent of a family relationship.

Paid sick leave shall be provided upon the request of an employee. Such request may be made in orally, in writing, by electronic means or in the TJPDC timekeeper software. When possible, the request shall include the expected duration of the absence.

When the use of paid sick leave is foreseeable, the employee shall make a good faith effort to provide notice of the need for such leave to the employer in advance of the use of the paid sick leave and shall make a reasonable effort to schedule the use of paid sick leave in manner that does not unduly disrupt the operation of the TJPDC.

The TJPDC does not require, as a condition of an employee's taking paid sick leave, that an employee search for or find a replacement worker to cover the hours during which the employee is using paid sick leave.

For paid sick leave of three or more consecutive workdays, the TJPDC may require reasonable documentation that the paid sick leave has been used for a purpose as defined in Sick Leave subsection 2(a) or 2(b) to be provided.

Unused sick leave benefits will be allowed to accumulate up to a maximum of sixty (60) days or 480 hours, but unlike annual leave will not be paid if the employee leaves the employ of the TJPDC for any reason. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Sick Leave may not be used during the final two weeks of employment. Employees must use Annual Leave for any leave during their last two weeks of employment as approved by their supervisor, and sick leave used improperly may be withdrawn, and annual leave substituted after the fact.

4. Military Leave

An employee who is a member of a reserve force of the United States or of the Commonwealth of Virginia and who is ordered by the appropriate authorities to attend a training program or who is called into emergency active duty for the purpose of aiding civil authority under the supervision of the United States or the Commonwealth of Virginia shall be granted a leave of absence with full pay during the period of such activity for up to 15 days per military fiscal year. Employees who are members of the Virginia Defense Force or National Defense Executive Reserve may have additional leave. Guidance can be found in Va. Code § 44-204.

5. Civil Leave

A full-time employee will be given time off without charge to leave or loss of pay for (a) performing jury duty or when subpoenaed as a witness to appear before a court, public body or commission, (b) serving as a blood donor, or (c) performing emergency civilian duties in connection with national defense or for the purpose of voting in national, state, or local election. The period of such leave shall be only as necessary for the performance of the activity, plus any necessary travel time.

6. Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Up to three (3) days of paid bereavement leave will be provided to full-time employees. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary. TJPDC defines "immediate family" as the employee's spouse, parent, child, or sibling.

7. Workers' Compensation Leave

   Administrative procedures for Worker's Compensation are included in Appendix B.

C. Leave Without Pay

The following are the situations for which an employee may be on leave without pay status:

1. Military Leave without Pay

   An employee who leaves the employ of the TJPDC to join the military forces of the United States during the time of war or other declared national emergency or who is called to service in the Virginia Militia by order of the Governor shall be placed on military leave without pay commencing on the first business day following the last day of active employment with the TJPDC. The employee on such leave is entitled to be restored to the position he or she vacated, provided the employee makes application to the TJPDC not later than 90 days after the date of honorable discharge or separation under honorable conditions. Job restoration is further conditioned on the position still existing and the employee being physically and mentally capable of performing the work of the vacated position.

2. Family & Medical Leave Act (FMLA)
   a) The TJPDC is a public agency and is therefore subject to the FMLA regardless of number of employees and is not subject to the coverage threshold of 50 employees carried on the payroll each day for 20 or more weeks in a year.
   b) Employees of public agencies must meet all of the requirements of eligibility, including the requirement that the employer employ 50 employees at the worksite or within 75 miles.
   c) Therefore, while TJPDC is an employer for purposes of FMLA, because the TJPDC does not employ 50 employees at the worksite or within 75 miles, employees of the TJPDC are not eligible for FMLA leave entitlements.

3. Extended Leave Without Pay

   When special circumstances require an extended leave, the Executive Director has the authority to grant a full-time employee leave without pay provided that the operations of the TJPDC's programs will not be adversely affected.

   Subject to the terms, conditions, and limitations of the applicable plans, TJPDC will continue to provide health insurance benefits for the full period of the approved personal leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, TJPDC cannot guarantee reinstatement.

If an employee fails to report to work promptly at the expiration of the approved leave period, TJPDC reserves the right to terminate the employee.

4. Disciplinary Leave Without Pay

An employee who is absent from work without prior approval shall receive no pay for the duration of the absence and may be subject to disciplinary action that may include dismissal. If extenuating circumstances exist for the unauthorized absence, due consideration will be given.

VII. EMPLOYEE DEVELOPMENT

TJPDC recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within TJPDC. TJPDC will provide educational assistance to full-time employees who have completed 365 calendar days of service in an eligible employment classification. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Individual courses or courses that are part of a degree, licensing, or certification program must contribute to the employee's value to the organization in order to be eligible for educational assistance. The Executive Director has the sole discretion to determine whether a course contributes to the employee's value to TJPDC. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Vacation, sick leave, and holiday benefits will continue to accrue during the approved educational leave.

VIII. PERFORMANCE APPRAISALS

The work of each employee will be evaluated at least annually by the immediate supervisor. The supervisor will meet with the employee to discuss the year's performance. A written report of the appraisal will be prepared with a copy provided to the employee being appraised and a copy for the personnel files. If the employee believes that the report is unfair or incorrect, he or she may prepare comments to be attached to the supervisor's appraisal report.

IX. HEALTH AND SAFETY

A. Workers' Compensation

Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or deaths. See Appendix B for additional information.

B. Occupational Safety and Health

TJPDC is committed to providing a safe and healthy working environment for all employees. Employees shall follow all prescribed safety procedures when performing their daily activities and shall further exercise all reasonable and prudent judgment to ensure safety.

Each supervisor has the responsibility for ensuring that the various work centers are free from any recognized hazards that might lead to death or injury. Further, it is the responsibility of each employee to perform all work in a safe manner. All hazards, death, injuries and illnesses that occur at the TJPDC offices must be reported to the Executive Director within the same day of the discovery of occurrence.

Employees are directed to utilize all applicable safety procedures and to perform all work in a safe manner. Employees are responsible for bringing to their supervisor's attention any potential hazards that might exist within their workstation.

C. Accident Reporting and Investigation

All job-related injuries or illnesses shall be reported to your supervisor immediately, regardless of severity. Failure to report an on-the-job injury or illness may preclude or delay the payment of any benefits you may be eligible for and could subject the TJPDC to fines and penalties.

1. Employer Responsibilities
   a) TJPDC is to investigate the cause of every lost-time accident and determine the means in which to prevent recurrence. Employers are required to install any safeguards or take corrective measures indicated or found advisable.

2. Employee Responsibilities
   a) Report all injuries, regardless of severity, to the appropriate supervisor, immediately, but no later than 24 hours after injury.
   b) Report and, if possible, correct all unsafe conditions or acts.
   c) Avoid horseplay and mischief.
   d) Take all standard safety precautions to prevent injury.
   e) Follow all safety rules.

D. Workplace Violence

The TJPDC is committed to preventing workplace violence and to maintaining a safe work environment. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on TJPDC premises without proper authorization.

Conduct that threatens, intimidates, or coerces another employee or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any other characteristic prohibited by federal, state, or local law. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees as well as threats by members, insureds, vendors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Any person engaging in threats of (or actual) violence may be removed from the TJPDC premises as quickly as safety permits. Individuals who have been removed from the TJPDC premises shall remain off the premises pending the outcome of the TJPDC and/or criminal investigations.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. No employee will be subjected to retaliation for reporting any threat or perceived threat. TJPDC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. Violation of this policy may lead to disciplinary action, up to and including dismissal, arrest, and prosecution.

E. Weapons in the Workplace

All employees, including concealed weapons permit holders, are prohibited from carrying weapons during work hours, while in performance of official TJPDC duties or while on TJPDC property (including while driving a TJPDC-owned vehicle), unless the carrying of such a weapon is approved in writing by the Executive Director. In addition, no employee shall store any weapon on TJPDC property unless such storage is approved by the Executive Director. Nothing in this section limits an individual who is lawfully authorized to possess a handgun from keeping the gun in a locked container out of view in his/her private vehicle.

X. ELECTRONIC COMMUNICATIONS

A. Communication Platforms

1. Provision of Internet: TJPDC may provide electronic, digital and wire communications equipment for business purposes. The use of this equipment for personal use should be minimal and limited to breaks. Messages received, sent, and stored on this equipment will be subject to monitoring from time to time and in the course of this monitoring may be read for content. Employees should be aware that there are stored records of all communications. There should be no expectation of privacy in any communications received, sent, or stored on equipment or service provided by the TJPDC.
2. Employee Access: TJPDC may provide unlimited access to the Internet and the World Wide Web to its employees as one of the many resources available to assist them in doing their jobs better and more efficiently. Therefore, the TJPDC may establish an Internet account that may be accessed by employees.
3. Passwords and Email Addresses
   a) Employees may be provided with e-mail addresses and passwords to enable them to use the account; these addresses and passwords are not provided to make employees' usage confidential or private. E-mail records

are business records of the TJPDC. The usage of the Internet may be monitored and is subject to the same code of conduct which applies to all other actions in the workplace and using the TJPDC's Internet account in a manner that violates any rules or regulations constitutes grounds for disciplinary action, up to and including discharge. The electronic use, transmission, and storage of messages, files, images, and sounds are subject to monitoring by the TJPDC.

b) Employees must not share their passwords with any other individuals, including other employees or outsiders, except as noted in this section. Neither is it appropriate to attempt to subvert network security either by accessing the Internet without using your password or by seeking to discover other passwords to gain access. Employees are representatives of the TJPDC when using the TJPDC's Internet account. Accordingly, they are expected to act and to communicate professionally on the Internet, not to engage in any commercial or illegal activities, or to use the account for personal business.

c) "Username and password" shall mean the login credentials for any website, online account or TJPDC owned device used for job purposes.

d) Each employee must provide their supervisor with the username and password for any website, online account, or TJPDC owned device used for job purposes. This requirement applies to all websites, online accounts, and TJPDC owned devices, used for any job-related activities, including, but not limited to, accounts for communication, collaboration, file storage, project management, and any other job-related purposes.

e) TJPDC will maintain the confidentiality of the usernames and passwords provided by employees; will use the information only for legitimate purposes and will not share it with any unauthorized parties.

4. Employer Access: The TJPDC will have access to a log of all usage, including a list of employees who have used the Internet and the sites they visited. The TJPDC will monitor this usage from time to time, and employees found to be abusing usage or using the Internet inappropriately will be subject to disciplinary action.

B. Consent to Monitoring

Employees consent to the monitoring of communications sent, received and stored on equipment provided by the TJPDC, or electronic, wire, or digital services provided by the TJPDC, as a condition of employment.

XI. ALCOHOL AND DRUG FREE WORKPLACE

The Federal Government requires a drug-free workplace be provided when activities are funded with a federal grant. To ensure a drug-free workplace, the employer is required to share a policy with the employees and make them aware of the effect such violations will have on their employment. The employer is further required to make employees aware of programs available related to drug-free workplaces. The TJPDC has adopted this policy in response to this requirement. Copies of the drug testing policy will be provided to all employees. Employees will sign an acknowledgment form indicating that they have received a copy of the drug testing policy. Questions concerning this policy, or its administration, should be directed to the Executive Director.

A. Employee Responsibilities

1. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
2. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the Executive Director within five days after the conviction.
3. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
4. No employee shall be impaired by alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
5. No employee shall represent the TJPDC in an official capacity while impaired by alcohol, illegal drugs, or medication.
6. No employee, using medication that may impair performance, shall operate a motor vehicle or engage in safety sensitive functions while on duty for the TJPDC.
7. If an employee is using a prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to his or her supervisor.
8. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the supervisor or The Executive Director.

B. Disciplinary Action

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or non-prescribed use of medication, appropriate employee disciplinary action will be taken for any violation of this policy, up to and including termination.

C. Drug & Alcohol Testing

In order to achieve a drug-free workplace, employees in, and applicants for, safety sensitive positions shall be required to participate in all of the following alcohol and controlled substances testing:

1. When an applicant for a safety-sensitive position has been extended a conditional offer of employment but before beginning work.
2. When there is a reasonable suspicion to believe that the employee is in an impaired state.
3. When the employee has been involved in an on-duty accident or has endangered others in the workplace.
4. On a random basis for safety sensitive positions.
5. As a condition for return to duty after testing positive for controlled substances or alcohol.
6. As part of follow-up procedures to return-to-duty related drug or alcohol violations.

XII. EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Standards of Conduct

At a minimum, the following standards are expected of all employees:

1. Timely and regular attendance.
2. Dependable application of time. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are compensated.
3. Appropriate and professional attire.
4. It is the purpose of this guide and associated written policies to provide appropriate guidelines for employee appearance while at work and performing work-related duties.
5. It is imperative that all TJPDC employees project a positive, professional image to our external & internal stakeholders. This policy provides guidance for dress and appearance in order to convey that image. The Executive Director may establish dress requirements as appropriate to the respective work-related duties. Staff should be aware that "conservative is always appropriate" in the workplace in terms of image with the public and fellow staff. A “rule of thumb” assessment of attire is to always dress professionally, thinking of others, and always dress to a minimum of the next level up from who you would come in contact with during the course of business.
6. Courteous and professional behavior toward the public and fellow employees.
7. Appropriate use and maintenance of TJPDC-owned property.

B. Conflict of Interest

1. Employee Obligation: Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest.
2. Definition of Conflict of Interest: An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of TJPDC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.
3. Disclosure: No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of TJPDC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.
4. Gifts and Special Consideration: Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the TJPDC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the TJPDC.

C. Outside Employment

1. Employees shall not undertake other employment in planning or a related profession, whether or not for pay, without having made full written disclosure to the TJPDC and having received subsequent written permission to undertake additional employment.
2. Employees shall not accept from anyone other than the TJPDC any compensation, commission, rebate, or other advantage that may be perceived as related to TJPDC employment.

D. Ownership of Work Performed at TJPDC

Employees may not receive any income or material gain from individuals outside the TJPDC for materials produced or services rendered while performing their jobs. TJPDC retains ownership of all work produced by its employees. Employee agrees to transfer and assign, and hereby transfers and assigns, to TJPDC, without further compensation, the entire right, title and interest throughout the world in and to: (a) all intellectual property resulting from Employee's work for or on behalf of TJPDC and (b) all creations and inventions that are otherwise made through the use of TJPDC's equipment, supplies, facilities, materials and/or proprietary information. ("IP Work") All such IP Work that is protectable by copyright will be considered work(s) made by the Employee for hire for Company (as defined in the United States Copyright Act, 17 U.S.C. Â§ 101) and will belong exclusively to TJPDC. If by operation of law any of such IP Work is not owned in its entirety by TJPDC automatically upon creation, Employee agrees to transfer and assign, and hereby transfers and assigns, the same to TJPDC.

E. Political Activity

1. An employee shall not be coerced to support a political activity, whether funds or time are involved.
2. An employee shall not engage in political activity on work premises during work hours.
3. An employee shall not use TJPDC-owned equipment, supplies or resources, and other attendant material (diskettes, paper, computer online and access charges, etc.) when engaged in political activities.
4. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political activities.
5. An employee shall not use the employee's title or position while engaging in political activity.

XIII. SMOKING – TJPDC WORKPLACE

In keeping with TJPDC's intent to provide a safe and healthful work environment, smoking, e-cigarettes, and tobacco use are prohibited throughout the workplace and TJPDC vehicles.

This policy applies equally to all employees, customers, and visitors.

XIV. DISCIPLINE AND GRIEVANCES

To ensure orderly operations and provide the best possible work environment, TJPDC expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. TJPDC employees are expected to conduct themselves in a professional and courteous manner, as representatives of the TJPDC. Employees are expected to avoid any action, which might result in giving preferential treatment to any organization or person, losing independence or impartiality of action, or adversely affecting the integrity of the TJPDC.

The TJPDC encourages informal two-way communication between employees and supervisors. Where professional or personal problems affect a staff member's ability to function optimally, the employee should discuss the problems with his or her immediate supervisor. The TJPDC expects that this informal, open communication policy will minimize the need to use the formal grievance procedure established under these policies.

A. Disciplinary Action

If an employee’s work performance or behavior is deemed unsatisfactory, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, paid or unpaid administrative leave, demotion or dismissal. Other types of discipline may be used in addition to those listed.

The following are examples of infractions of rules of conduct that may result in discipline. The list is not inclusive or exhaustive. Other misconduct may be subject to disciplinary action:

1. Theft or inappropriate removal or possession of property.
2. Negligence with TJPDC property or misuse of TJPDC property.
3. Willfully falsifying TJPDC records (including time records, leave records, job applications, or pay or reimbursement vouchers).
4. Using or being impaired at work by intoxicants, drugs or alcohol.
5. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
6. Performing official duties in a rude and discourteous manner, threatening co-workers, fighting or using physical violence while on duty.
7. Negligence or improper conduct leading to damage of employer-owned or customer-owned property.
8. Sexual or other unlawful or unwelcome harassment.
9. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
10. Excessive absenteeism or any absence without notice.
11. Unauthorized use of telephones, mail system, internet, or other employer-owned equipment for non-TJPDC business activities.
12. Violation of personnel policies or any workplace rule.
13. Neglecting duty or continually being unable or unwilling to render satisfactory performance.
14. Violating any lawful official regulation or order or willfully failing to obey a proper direction of the supervisor or Executive Director.

15. Conviction of a felony or of a misdemeanor involving moral turpitude and other criminal acts that continued performance of duties is compromised.
16. Accepting a bribe, gift, token, money, or other thing of value intended as an inducement to perform or refrain from performing any official acts, or engages in any action of extortion or other means of obtaining money or other things of value through his/ her position in the TJPDC.
17. Failing to report for work or being absent without prior notice to supervisor.
18. Unsatisfactory attendance, excessive absences, or excessive tardiness.
19. Engaging in conduct on social media that negatively impacts the work environment.
20. Refusal to participate in workplace investigations.

B. Notification

Prior to imposing disciplinary action, including termination, the supervisor shall inform the employee of the reason for the discipline and the employee shall have the right to comment on the discipline. However, the supervisor may have the employee removed from the workplace prior to giving an opportunity to comment if the employee's continued presence poses a safety danger or is disruptive to the workplace.

C. Grievance

The TJPDC grievance procedure is available for full and part-time employees of TJPDC. Introductory (probationary) and temporary/seasonal employees are not eligible. The grievance procedure is defined in Appendix A.

XV. TERMINATION OF EMPLOYMENT

TJPDC will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to TJPDC, or return of TJPDC-owned property. Suggestions, complaints, and questions can also be voiced. Employees will receive their final pay in accordance with applicable state law.

A. Resignation

To resign in good standing, an employee must give at least two weeks' advance notice. If special circumstances exist, the Executive Director may waive the notice requirement. Failure to return to work at the expiration of an approved leave of absence shall be interpreted as a resignation. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

B. Lay-off

TJPDC reserves the right to dismiss employees for lack of available work or funds. In such cases, every effort will be made to give the employees affected a minimum of two weeks' advance notice.

C. Termination for Inability to Perform

An employee may be terminated if he or she becomes physically or mentally unable to perform the duties of the position. However, any such action shall be taken in a manner that complies with the requirements of the Americans with Disabilities Act.

D. Dismissal

Dismissal is an involuntary employment termination initiated by TJPDC as a result of unsatisfactory work performance or behavior.

E. Retirement

An employee may voluntarily terminate employment upon meeting age and length of service requirements for retirement.

XVI. USERRA

Uniformed Services Employment and Re-Employment Rights Act of 1994

The Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA) applies to all employers in the public and private sectors, including Federal employers. The Act protects all members of the uniformed services from discrimination in employment regardless of whether their uniformed service was in the past, present, or future (intent to join). The discrimination provisions of USERRA, set forth in section 4311, address problems regarding initial employment, reemployment, retention in employment, promotion, or any other benefit of employment.

Any person re-employed after military service is entitled to all seniority and other rights and benefits, including medical insurance coverage, which would have been available if the employment had not been interrupted by military service. The veteran re-employment rights are effective unless the cumulative length of the current absence plus any previous absences exceed five (5) years.

Human USERRA requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Upon return from military duty, the period an individual has to make an application for reemployment or report back to work is based on the time spent on military duty. For service of 30 days or less, the service member must report back to work at the beginning of the next regularly scheduled work period on the first full day after release from service. For service of 31 – 180 days, the service member must submit an application for reemployment within 14 days of release from service. For service of 181 days or more, an application for reemployment must be submitted within 90 days of release from service.

Reemployment of a person is excused if an employer's circumstances have changed so much that reemployment of the person would be impossible or unreasonable. Employers are excused from making efforts to qualify returning service members, or from accommodating those with disabilities incurred during service, when doing so would be of such difficulty or expense as to cause "undue hardship." Reemployment is not required where the position left to enter the service was for a brief and non-recurrent period and which could not reasonably be expected to continue indefinitely or for a significant period. The employer has the burden of proving (not simply asserting) the impossibility or unreasonableness, undue hardship, or the brief, non-recurrent nature of the employment. An employer may not use the lack of documentation at the time the individual requests return as a basis for delaying or denying reinstatement. If the documentation received later shows that the individual is not eligible for protection under USERRA, the person may be terminated at that point. An employer has the right to require a person who is absent for a period of service of 31 days or more to provide documentation showing that: 1) the application was timely, 2) the 5-year service limit was not exceeded, and 3) the separation from service was not under circumstances specified in section 4304 of USERRA.

The following are some of the major requirements of USERRA, but is not meant to be all inclusive:

- Health Benefit Coverage - on return from service, health insurance coverage must be reinstated without any waiting period or exclusions for preexisting conditions, other than waiting periods or exclusions that would have applied even if there had been no absence for uniformed service.
- Pay - a person reemployed is entitled to the rate of pay he or she would have attained, with reasonable certainty, if continuously employed during the period of service. The term “pay” is not limited to the wages received. It includes all elements of compensation such as drawing accounts, bonuses, and shift premiums. It includes hourly rate, piece rate, salaries, and commissions. USERRA does not require an employer to pay an employee while performing uniformed service; however, an employer is free to do so if desired.
- Promotions - unless it is impossible or unreasonable, an employer is generally required to allow a returning service member to make up a test for promotion that was missed while he or she was absent. If the reemployed employee is successful on the makeup exam, and there is a reasonable certainty that, given the results of the exam, that reemployed employee would have been promoted during the time he or she was in military service, then the reemployed employee’s promotion must be made effective as of the date it would have occurred had the employment not been interrupted by military service. If it is reasonably certain that an employee would have received a promotion during his or her absence for service and the employee requires further qualification for the position as a result of the military leave, the employer must make reasonable efforts to qualify the person. USERRA provides that returning service members are reemployed in the job that they would have attained had they not been absent for military service (a.k.a. “escalator position”) with the same seniority, status and pay, as well as other rights and benefits determined by seniority.
- Raises - a returning service member is entitled to all general pay raises that he or she would have received with reasonable certainty but for the absence for service in the uniformed services.
- Vacation - USERRA requires an employer to allow an individual to use earned vacation credits while absent for service, providing that usage is at the employee’s request. An employer may not require the use of vacation for a service absence, unless the absence coincides with a period, such as a plant shutdown, when ALL employees are required to take vacation.

XVII. MODIFICATION OF POLICIES

These policies do not constitute a contract of employment. The policies as a whole, or individually by section, may be modified, amended, or rescinded at the sole discretion of the TJPDC without notice.

APPENDIX A
GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a prompt, fair, and orderly method for the resolution of employee grievances initiated by eligible employees of the TJPDC.

I. GRIEVANCE DEFINED

A. A grievance is a complaint or dispute by an employee related to his or her employment, including but not necessarily limited to:

1. Disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals result from formal discipline or unsatisfactory job performance.
2. The application of personnel policies, procedures, rules and regulations
3. Discrimination on the basis of race, color, creed, religion, age, disability, national origin, sexual orientation or gender.
4. Acts of retaliation as the result of the use of or participation in the Grievance Procedure or because the employee has complied with any law of the United States or the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or Virginia General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement.

B. Management Rights and Prerogatives

TJPDC reserves to itself the exclusive right to manage the affairs and operations of the TJPDC. Accordingly, complaints involving the following management rights and prerogatives are not grievable:

1. Establishment and revision of wages or salaries, position classification or general benefits.
2. Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be part of the job content.
3. The contents of personnel policies, procedures, rules and regulations.
4. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.
5. The methods, means and personnel by which work activities are to be carried on.
6. Termination, layoff, demotion, or suspension because of lack of work, reduction in work force, or job abolition, (except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance) provided that such action shall be upheld on a showing by the Commission that:

a) There was a valid business reason for the action and

b) The employee was notified on the reason in writing prior to the effective date of the action

7. Promotion, transfer or reassignment of an employee, except where the transfer or reassignment was in retaliation for an otherwise grieveable action.

II. ELIGIBILITY

All full and part-time employees of TJPDC are eligible to participate in the Grievance Procedure. Introductory (probationary) and temporary/seasonal employees are not eligible.

III. PROCEDURE

The following formal procedures are set forth for clarity; however, it is the desire of the Commission that differences be resolved in an informal manner prior to entering into this formal procedure. Informal resolution takes the form of conversations and/or written explanations for discussion purposes between the employee and his or her immediate supervisor.

A. If an employee's complaint cannot be resolved by informal resolution, an employee may initiate a grievance upon the filing by an employee (the "Grievant") of an initial written complaint, including any documents to exhibits to be attached (the "Grievance") directed to the employee's immediate supervisor (the "Supervisor"). The time limit for filing a Grievance shall be no more than thirty (30) days following the action giving rise to the grievance. The Grievance must include a statement of the action or actions being grieved, as well as a statement by the employee of the desired resolution of the Grievance. The Supervisor must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Supervisor. The in-person discussion must be scheduled for a date not more than five (5) business days after the Supervisor's acknowledgment. Within five (5) business days after the in-person discussion, the Supervisor must complete such investigation and review of the Grievance, as the Supervisor deems appropriate, and communicate in writing his or her decision to the Grievant.

B. If a Grievant is dissatisfied with the decision of the Supervisor, the Grievant shall have five (5) business days from the date of receipt of the Supervisor's decision in which to submit the Grievance and a written request for review to the Human Resources Director. The Human Resources Director must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Human Resources Director. The in-person discussion must be scheduled for a date not more than five (5) business days after the Human Resources Director's acknowledgment. Within five (5) business days after the in-person discussion, the Human Resources Director must complete such investigation and review of the Grievance, as the Human Resources Director deems appropriate, and communicate in writing his or her decision to the Grievant.

C. If a Grievant is dissatisfied with the decision of the Human Resources Director, the Grievant shall have five (5) business days from the date of receipt of the Human Resources

Director's decision in which to submit the Grievance and a written request for review to the Executive Director. The Executive Director must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Executive Director. The in-person discussion must be scheduled for a date not more than five (5) business days after the Executive Director's acknowledgment. Within five (5) business days after the in-person discussion, the Executive Director must complete such investigation and review of the Grievance, as the Executive Director deems appropriate, and communicate in writing his or her decision to the Grievant. The decision of the Executive Director shall be final and not subject to further grievance; provided, however, that if the complaint which forms the basis for the Grievance relates to any action of the Executive Director, the decision of the Executive Director with respect to the Grievance shall be further reviewed and approved, modified or replaced by the decision of the Chairman of the Commission, or a Grievance Panel appointed by the Chairman.

D. After the filing of a Grievance, failure of either the Grievant or the Commission to comply with all substantial procedural requirements of this Grievance Procedure (including any Panel hearing as hereinafter provided for), without just cause, shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five (5) business days after receipt of written notice from the other party of the compliance violation. Such written notification, if made by the Grievant, shall be made to the Executive Director. All such procedural compliance issues shall be determined by the Chairman of the Commission, or a Grievance Panel appointed by the Chairman.

E. The Supervisor, Human Resources Director and Executive Director shall be entitled to conduct such investigations of a Grievance as such person deems appropriate, including, without limitation, the conduct of interviews with appropriate witnesses and the examination of appropriate documentation.

F. All documentation related to a Grievance shall be kept on file for the duration of employment plus seven years.

IV. NO CONTRACTUAL RIGHTS

Nothing contained in this Grievance Procedure shall create any contractual obligation in favor of any employee, including any contractual right of employment between the Commission and any of its employees, it being understood that all employees of the Commission are "at will" employees and that the Commission may terminate the employment relationship at any time, with or without notice and with or without reason or cause.

APPENDIX B
WORKER'S COMPENSATION ADMINISTRATIVE PROCEDURES

I. WORKERS' COMPENSATION POLICY

Our first responsibility is the prevention of occupational injuries and illnesses. Despite our best efforts, injuries and illnesses do sometimes occur. Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or death.

II. REPORTING

Employees are required to immediately report, in writing, all workplace injuries, conditions or illnesses, to their supervisor. All incidents shall be reported no matter how insignificant and regardless of if medical treatment is necessary. The employee should retain a copy of the written notice given to the supervisor. If the immediate supervisor is not available, a report must be made to the Human Resources Director. Late reporting by the employee can result in delayed or denied workers' compensation benefits.

The Supervisor or Human Resources Director shall immediately complete an accident report on-line by going to Virginia Risk Sharing Association (VRSA) Website: www.vrsa.us . Delays in reporting can jeopardize the employees' rights under the workers' compensation law and subject TJPDC to penalties, which can be assessed by the Virginia Workers' Compensation Commission. All occupational reports shall be submitted to the VRSA immediately upon notification of a work-related injury or illness (within 24 hours).

III. PANEL OF PHYSICIANS

TJPDC has an approved Panel of Physicians for treating workers' compensation injuries and illnesses. The supervisor shall, immediately upon notification of a work-related injury or illness, provide the employee with a copy of the Panel of Physicians. The employee shall sign and date an acknowledgement of receipt of the Panel of Physicians and the supervisor shall witness the employee's signature. The Panel of Physicians shall be offered to the employee, regardless of if the employee intends to receive medical attention. The supervisor shall retain the original signed document and provide the employee with a copy of the signed document.

Treatment by a physician or medical facility outside of the panel will be at the employee's expense.

However, in the event of an emergency the employee may seek treatment at the closest emergency facility. Once the emergency treatment is completed a panel physician must be chosen for follow up care.

IV. MEDICAL TREATMENT

An employee shall not utilize health insurance for situations believed to be work related, unless the claim is denied by the worker's compensation carrier. The supervisor will provide employees with a Medical First Report form to take with them for initial treatment. This form is for the physician to complete. The employee shall provide the completed form to their supervisor following treatment, so the TJPDC is aware of the employee's return to work capabilities or restrictions.

Immediately upon receipt all medical bills, reports and other medical correspondence shall be forwarded to VRSA. All medical facility inquiries shall be referred to VRSA.

Only Virginia Risk Sharing Association (VRSA) has the authority to authorize treatment, testing, physical therapy, surgery, change in physician, second opinion, etc.

The employee shall cooperate with the TJPDC workers' compensation administrator, VRSA. This includes supplying disability slips, medical information, keeping appointments etc. Additionally, the employee shall keep their supervisor and Human Resources Director advised of their work status and cooperate with return-to-work efforts.

V. PRESCRIPTIONS

The supervisor shall complete and provide the employee with the First Fill Prescription form/letter. The employee will take this authorization to a participating network pharmacy and will be provided a 10-day supply of medication at no cost. This authorization is valid for one-time use only. Virginia Risk Sharing Association (VRSA) must authorize any additional medication prescribed beyond the first fill.

Should an employee incur the cost for any medication, a receipt, which includes the employee's name, prescribing physician's name, date of purchase, name of medication and cost of medication, may be submitted to the VRSA for reimbursement consideration.

VI. WAGE LOSS BENEFITS

An employee is not entitled to lost wage compensation for the first seven days of incapacity resulting from a work-related disability. The Virginia Workers' Compensation Law includes weekends/holidays in this count, and these days do not need to be consecutive.

The employee will be given the option of using earned sick or annual leave for up to seven days. If the employee chooses not to use earned leave this will be excused leave without pay. It is the employee's responsibility to notify his supervisor regarding how he/she would like to charge the first seven days missed. If a designation is not made, the period missed from work will not be compensated by the employer.

When the absence is longer than seven days and is authorized by a panel physician and is the result of a compensable injury under the Virgina Workers' Compensation Act, the employee will receive compensation benefits from VRSA in accordance with the provisions of the Virginia Workers' Compensation Act.

When an employee is out of work over twenty-one days for a covered injury/illness, which disability is authorized by a panel physician, the employee will receive from VRSA compensation for the first seven days. The employee may turn this payment over to or reimburse TJPDC for the amount of compensation awarded to the employee for the first seven days of absence and the TJPDC shall reinstate the employees' earned leave. Because workers' compensation benefits are not taxable, TJPDC shall make a taxable adjustment on this pay.

Injured employees do not continue to accrue sick and annual leave while out of work due to a workers' compensation injury/illness.

Temporary and part-time employees who are not eligible for annual leave and employees who have no earned leave available will not receive pay for the first seven days missed from work unless the employees absence is greater than twenty-one days under the conditions described above.

Earned annual or sick leave cannot be used concurrently with workers' compensation benefits.

Work related disability will be designated under the Family Medical Leave Act (FMLA) and will run concurrently with workers' compensation benefits, if the disability constitutes a "serious health condition".

While receiving workers' compensation benefits, any voluntary deductions are the responsibility of the employee.

Earned annual or sick leave may be used for disability resulting from a denied workers' compensation claim and disability will be designated under FMLA, if the disability constitutes a "serious health condition".

VII. RETURN TO WORK – LIGHT / MODIFIED DUTY

TJPDC shall make every effort to provide light/modified duty for employees with temporary restrictions resulting from a work-related disability. All light/modified assignments will be within the employee's medical capability and will adhere to the treating physician's recommendations. The light/modified assignment may or may not be in the same occupation, department, pay scale, hours, etc. as the employee was performing prior to the work-related injury or illness.

If an employee refuses a light/modified assignment that has been approved by their treating physician and is within their capabilities, his/her workers' compensation benefits will be jeopardized.

APPENDIX C
EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

The employee handbook describes important information about TJPDC, and I understand that I should consult the Executive Director regarding any questions not answered in the handbook. I have entered into my employment relationship with the TJPDC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either TJPDC or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to TJPDC's policy of employment-at- will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Commission of the TJPDC has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

__________________________________ ____________________
SIGNATURE DATE

____
EMPLOYEE'S NAME (TYPED OR PRINTED)

APPENDIX D
DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT FORM

It is the policy of the Thomas Jefferson Planning District Commission that all employees of the Commission are hereby notified that:

1. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
2. The workplace is defined as the environs of the office, presently located at 401 East Water Street, Charlottesville and any and all other places at which the employees conduct the work of the Commission.
3. Should an employee be seen engaged in activities outlined in paragraph number 1, the employee will be suspended for a period of no more than three months while an investigation is conducted by the Executive Director and a member of the Commission. Should the Executive Director be found to be engaged in activities in paragraph number 1, two members of the Commission shall choose a staff person to investigate the charges.

The findings of the investigation will be shared with the employee when completed and a decision on continuation of employment or a rehabilitation program will be made at that time.

Manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace may subject the employee to a severance of employment. If education or rehabilitation is feasible, and the employee agrees to such a program, continuation of employment will be considered.

Information concerning the availability of drug-free programs will be made available to the employees as such programs are conducted. Employees may seek treatment; coverage may be included in the health plan.

Employee acknowledgment:

I have read the above Drug-Free Workplace Policy and am aware of the consequences of violating the policy.

__________________________________ ____________________
SIGNATURE DATE

____
EMPLOYEE'S NAME (TYPED OR PRINTED)

APPENDIX E
FLEX TIME GUIDANCE

Purpose: To provide guidance on the use, documentation, and consideration of flex time by TJPDC employees. As per the employee handbook, the normal work week for which salary is paid consists of 40 billable hours, broken down into eight hours a day, Monday through Friday. Flexible scheduling, or flex time, is available to allow employees to vary their starting and ending times each day within established limits while still working 40 billable hours. The following guidance should be used when requesting, considering requests, using, or documenting flex time.

1. Staff may flex their time within their workday and across their work week, staying within a single pay period, as needed, without manager/director approval.

2. A schedule change to not work on a normally scheduled day must have prior approval from the employee's immediate supervisor.

3. Daily work logs must be maintained by employees, which generally identify completed tasks, phone calls, meetings, etc. The daily work log must be shared via the employee's digital work calendar (currently Microsoft Office 365). The calendar should report time, duration, general description, and billing code for the tasks completed.

4. Accurate reporting of daily hours worked within each work week is required on the employee's timesheet. *Example: If you work 10 hours on a Monday and 6 hours on a Tuesday, you must enter 10 hours of work in your timesheet for Monday and 6 hours for Tuesday.*

5. Flex time must be used within the pay period that it is earned, or it is forfeited.

6. While the TJPDC does not offer a compensatory time off policy, the supervisor/director may approve time off of hours or a full day, when an employee has or expects to exceed 40 hours of work in a work week due to mandated workload, after-hour meetings, project deadlines, or to meet other involuntary organizational needs. The time off for additional work must be taken within the same month that it is earned, and as approved by the immediate supervisor.

APPENDIX F
TELEWORK PROGRAM POLICY

Teleworking, or telecommuting, is the concept of working from home or another location. Teleworking is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the Thomas Jefferson Planning District Commission (TJPDC). The TJPDC has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees are not required to telework. Employees have the right to refuse to telework if the option is made available.

The TJPDC's policies for teleworking are as follows:

I. COMPENSATION AND WORK HOURS

The employee's compensation, benefits, work status, and work responsibilities will not change due to participation in the teleworking program.

The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.

Employees will normally be allowed to work 40% (16 Hours) of their work week through telecommuting. Employees are expected to work 8 billable hours each workday. Part-time staff should discuss telework arrangements with their supervisors, since their job expectations may differ from full time staff and a different percentage of telecommuting time may be appropriate.

Teleworking schedules are established with the employee's immediate supervisor and/or Program Director. Temporary changes to an established schedule (such as remote work on a normal in-office day) must be approved by the employee's immediate supervisor. A Remote Work Agreement must be completed and signed by the employee, employee's immediate supervisor, program director and Executive Director. The original Remote Work Agreement will be retained by the TJPDC and kept in the employee's personnel file and a copy will be provided to the employee.

Daily work logs must be maintained by telecommuting employees, which generally identify completed tasks, phone calls, meetings, etc. The daily work log must be shared via the employee's digital work calendar (currently Microsoft Office 365). The calendar should report time, duration, general description, and billing code for the tasks completed. (Example provided at the end of this policy.)

II. ELIGIBILITY

Employees will be eligible based on the suitability of their job, keeping in mind that job expectations are subject to change based on the organization's needs. An employee's continued eligibility is subject to satisfactory job performance, including being reachable during work hours, as determined by the immediate supervisor and/or Program Director.

III. EQUIPMENT/TOOLS

The TJPDC may provide specific tools/equipment for the employee to perform his/her current duties. Equipment may include a laptop computer, monitor, mouse, and necessary software. Other equipment, supplies, and internet access are the responsibility of the employee, and no additional compensation will be provided for such items. An employee must have adequate broadband access to participate in virtual meetings via video conferencing software, such as Zoom, Teams, etc.

Equipment, software, and data provided by the TJPDC for use at the remote work location is limited to authorized persons and for purposes relating to TJPDC business, in accordance with the Electronic Communications section of the Employee Handbook. The TJPDC will provide for repairs only to TJPDC equipment. When the employee optionally uses her/his own equipment, the employee is responsible for maintenance, repair, and replacement of that equipment.

Reasonable effort should be made to ensure the safety and security of any TJPDC materials or equipment taken home, to prevent loss, damage, or theft. Documents containing sensitive information (e.g., personnel records) and original copies of financial records should not be taken home.

All work documents shall be saved on TJPDC-approved and provided storage media, such as network file server (through VPN), Microsoft Office 365, or other TJPDC-provided storage. No documents should be saved exclusively on personal devices.

IV. WORKER'S COMPENSATION

During work hours and while performing work functions, teleworkers may be covered by worker's compensation.

The TJPDC is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home. No TJPDC-related in-person meetings should occur at the home.

V. DEPENDENT CARE

Teleworking is not a substitute for dependent care. Employees must use their judgement on whether they need to use personal or sick leave when they have dependent care responsibilities during their established work schedule. Teleworkers may flex their time while remaining generally available and productive during core work hours. Dependent care must not interfere with scheduled meetings and interactions. Temporary changes to an established schedule must be approved by the employee's immediate supervisor.

VI. SICK LEAVE

Teleworking is not a substitute for sick leave. Employees must use their judgement on whether they need to use sick leave when there is risk of spreading an illness or they are feeling unwell. Teleworkers may flex their time while remaining generally available and productive during core work hours. Exceptions may be made on a case-by-case basis to establish a pre-approved sick leave work schedule. Temporary changes to an established schedule must be approved by the employee's immediate supervisor.

VII. COMMUNICATION

Employees must be generally available by phone, video conference, and email during core work hours of 9:00 am to 4:00 pm on telework days. All client interactions will be conducted on a client or TJPDC communications platform. Teleworkers must remain available for staff meetings and other meetings deemed necessary by management. Employees must document on their online calendars any meetings away from their remote work site.

VIII. EVALUATION

The employee shall agree to participate in all studies, inquiries, reports, and analyses relating to this program.

The employee remains obligated to comply with all TJPDC rules, practices, and instructions.

Policy Date: April 12, 2022

APPENDIX G
REMOTE WORK AGREEMENT FORM

Thomas Jefferson
Planning District Commission

REMOTE WORK AGREEMENT

Employee Name	
Date	
Employee Signature	
Immediate Supervisor / Program Director Signature	
Program Director Signature	
Executive Director Signature	

List any TJPDC equipment taken offsite for remote work:

Computer ID	
Monitor	
Keyboard/Mouse	
Other	

Work location	Monday	Tuesday	Wednesday	Thursday	Friday
TJPDC					
Remote Site					

Notes about days/times:

A complete work schedule is required. Please use an “x” to identify which days the employee will work either at the TJPDC or at the alternate site. The employee must be available between the hours of 9:00 am and 4:00 pm on remote workdays unless otherwise specified on this form.

Remote work schedule and eligibility will be reviewed as needed.

Thomas Jefferson Planning District Commission
Financial Management Policy

Updated May 2025 [DRAFT]

I. **PURPOSE**: The purpose of this section on Financial Management is to establish the process of using funds effectively, efficiently, and transparently and for appropriate purposes only. This process is a combination of procedures, methods, rules of conduct, and standards.

II. **GOVERNING STANDARDS:**

a. Generally Accepted Accounting Principles (GAAP): TJPDC applies this common set of accounting principles, standards and procedures to compile the agency's financial statements.

b. Federal Uniform Requirements: TJPDC applies cost principles in a manner consistent with the Federal government's Office of Management and Budget (OMB) Uniform Guidance: Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al.

c. Government Auditing Standards: An independent firm conducts an annual audit, to express opinions on the TJPDC financial statements and to consider TJPDC's internal control over financial reporting and compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters.

d. Indirect Cost Rate Analysis: The TJPDC's cognizant agent will independently review and approve the TJPDC's Indirect Cost Rate Allocation Plan annually.

e. Purchases and Procurement: All purchases and related procurement must follow TJPDC's adopted Procurement Policy.

III. **COST PRINCIPLES**

a. Cost Allowability: TJPDC will limit costs applied to projects to those that are necessary and reasonable to carry out the work under the award or contact. These costs are authorized, or not prohibited, under state or local laws and rules, and conform to the Federal Uniform Guidelines. Costs are treated consistently, in accordance with GAAP and federal, state, and local regulations. Costs for federally funded activities will not be used to meet the cost sharing or matching requirements of any other Federal Award, unless specifically allowed by the grantor.

b. Cost Reasonableness: Costs incurred will be of types generally recognized as ordinary and necessary for agency operations. TJPDC will follow sound business practices and comply with applicable laws and regulations. The TJPDC employee handbook defines standards of conduct for employees and TJPDC's Conflict of Interest policy.

c. Cost Allocability: TJPDC will limit costs applied to projects to those goods and services that are incurred specifically for the project, benefit the project, and are necessary and assignable to the project. Costs may be allocated as direct or indirect costs, based on timesheets and the chart of accounts.

i. Direct costs include:

- Staff costs, including salaries and fringe benefits, are allocated to projects per the hours shown on timesheets. The hourly rate used to allocate staff costs is based on work hours per year. Total salary and fringe benefits are divided by the expected work hours for the year, taking out annual leave, holidays, and a portion of sick leave.

- Travel includes the use of the agency vehicle, or personal vehicle, and costs for commercial travel. A log is maintained to track date, mileage, driver, and program for each trip. Staff using their personal vehicle for travel report destination, mileage, and program on expense reports, on a form created for that purpose. Other out-of-pocket expenses such as parking, registration fees, and incidental expenses, are also reported on an expense form, backed up by receipt, and tracked by program.
- Supplies in support of an identified program, as indicated by the program manager on the receipt.
- Copies are tracked automatically on the copy machine, with codes assigned to active programs. The rates charged to programs for black and white and color copies are reviewed periodically and established through an analysis of actual costs including equipment maintenance.
- Consultant services: Some projects include work provided through contractual service contracts. These costs will be assigned to programs, if allowed by the funder and included in the project budget. Payment will be made to the consultant based on a submitted invoice, itemizing the cost components and accompanied by a progress report.
- Advertising: Public notices for meetings, comment periods, or related to procurement for a specific project may be charged directly to a program or project, if allowed by the funder and included in the project budget.
- Professional Development and Conferences: Staff may attend training or conferences related to a specific project, if allowed by the funder and included in the program/project budget. Costs may include travel by airplane, train, or other available means, hotel stays, conference registration, and incidental costs backed up by receipt and tracked by to the program or project.
- Equipment and data use may be charged to a specific program for office equipment less than $5,000, software, web hosting, and domain costs, if these are specifically dedicated to the project or program, allowed by the funder, included in the project budget, and backed up by receipt.
- Other costs include the audit, legal costs, advertising, insurance, bank charges, and dues, if these costs are directly related to a specific program and are allowable by the funding source.

ii. Indirect Costs: TJPDC's indirect cost rate is based on the agency's annual audit, and is calculated on an annual basis, using the actual indirect rate for the most recently audited year. The indirect cost rate is determined by a relation of total administrative costs to program salary costs and is applied to direct staff costs charged to individual programs based on salaries and fringe benefits. The Virginia Department of Transportation (VDOT) serves as the cognizant agency for the TJPDC and approves the indirect cost rate on an annual basis. VDOT acts as the agent on behalf of the Federal Highways Administration (FHWA). Indirect costs include:

- Administrative staff time: financial management and overall management of the agency, charged to administration on timesheets. This includes portions of the Executive Director, Deputy Director, Chief Operating Officer, Finance Director, Administrative Assistant, and other designated staff's time, as determined in the annual budget.
- Staff time for general activities: This includes staff meetings and retreats, research, pipeline grant applications, and other activities not directly supporting specific projects.

- Staff time for network management: Time spent on Informational Technology issues, including equipment procurement, routine operations, and working with the IT support provider.
- Supplies are generally included as part of indirect costs, except for items purchased for a particular event or purpose in support of an identified program. TJPDC uses a rubber stamp on invoices and receipts to track costs. The invoice is stamped to indicate the program and code from the chart of accounts, program manager's initial, and the Executive Director's initial.
- Copies are tracked by automatically on the copy machine, with a code assigned to administration. Total costs for operation of the copier are charged to administration, offset by the cost of copies recovered through programs.
- Professional Development and Conferences: Staff may attend training or conferences not related to a specific project. Costs may include travel by airplane, train, or other available means, hotel stays, conference registration, and incidental costs backed up by receipt.
- Equipment and data use includes office equipment less than $5,000 (computers, printers), software, web hosting and domain costs, and costs related to the server and plotter.
- Contractual costs consist of IT and financial support services, including the payroll service charges.
- Occupancy expenses, including rent, utilities, and janitorial services.
- Other costs may include the audit, legal costs, advertising, insurance, bank charges, dues, expenses for Commission and staff meetings and retreats, and other allowable expenses that are not directly billable to programs.

iii. Other Costs: TJPDC incurs some costs that are not included in either direct or indirect costs allocated to projects. These include:

- Capital expenses are reflected on the balance sheet but are not reflected in direct or indirect costs on profit and loss statements. Capital expenses are not included in the indirect cost pool.
- Staff time related to preparing proposals is tracked through a project number for that purpose. These costs are not charged to any program and are not included in the indirect cost pool. Local funds are used for this purpose.

IV. BUDGET

a. Agency Budget: The following procedures are used by the Commission to establish the agency budget:

i. Prior to December 31, the Executive Director submits a proposed budget for the upcoming fiscal year commencing on the following July 1. The budget includes proposed expenditures and the means of financing them. This budget proposes the member allocations, to be used in budget submissions to the member localities, on the basis of an equal per-capita rate as established by the Commission and population figures adjusted each year as defined in Section 15.1-1402(f) of the 1950 Code of Virginia as amended. Each member governmental subdivision shall be represented by at least one Commission member at any meeting at which action is taken requesting per-capita donations from the participating governing bodies, and such actions shall be approved by the affirmative vote of at least two-thirds of the members present. The Executive Director, or designated staff, submits budget requests to the local governing bodies.

ii. The budget amounts depend on staff securing grants and contracts throughout the year. Appropriate budget revisions are proposed and approved by the Commission during the year. The Commission adopts a working budget for the fiscal year beginning July 1 at their May meeting, per the Bylaws. The Commission adopts the final operating budget for use in financial reporting at the March meeting.

iii. The approved budget is utilized as a management control device.

iv. All budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

b. Project Budget: TJPDC typically prepares the project or program budget as part of the application process for funding. TJPDC reflects all anticipated project revenues and expenses in the project budget. Revenues include the requested funding and any state, local, or private funds applied as match. Expenses include personnel costs, contracts, materials and supplies, travel, indirect costs, and other costs authorized by the regulations governing the particular award. After the award, there may be a process of budget adjustment undertaken between TJPDC and the funder.

V. INTERNAL CONTROLS: TJPDC has instituted internal controls to protect its financial assets, to ensure that resources are used for authorized purposes, and are protected against waste, mismanagement, and loss. TJPDC's financial policies, procedures and practices also provide mechanisms to record information on the source, amount, and use of funds in a reliable and timely fashion, readily available through reports and records.

a. Segregation of Duties: TJPDC has developed an agency organizational structure that provides an effective work environment and provides the framework for planning, directing, and controlling operations to achieve its objectives. TJPDC delegates authority and responsibility throughout the organization. For the purposes of this section, "expenditure" means payment by any means other than petty cash or individual charges to the agency credit cards. The following groups and individuals have specific duties for internal controls related to financial management:

i. TJPD Commission, as a body

- Will review and accept all financial reports
- Will periodically review and approve financial goals and targets, as recommended by the Finance/Executive Committee
- Will review and approve the annual budget, including revisions or amendments during the fiscal year, in accordance with the Commission's Bylaws

ii. TJPDC Commission Chair

- Will appoint members of the Finance/Executive Committee
- Will serve as a member of the Finance/Executive Committee
- Will be a signatory on all TJPDC bank accounts
- In the Treasurer's absence, will review reports of proposed expenditures and authorize payment(s) of those expenditures
- Will review supporting documentation for those expenditures as requested by the Chair or TJPDC staff

iii. TJPDC Finance/Executive Committee

- Will assist TJPDC staff by offering recommendations for accounting, financial, and budget preparation and reporting
- Will identify issues that require Commission deliberation and decision
- Will periodically review financial goals and targets

- Will recommend actions to the Commission
- Will participate in the annual budget process in partnership with TJPDC staff
- Will recommend budgetary actions to the Commission
- Will participate in an annual pre-audit meeting with TJPDC staff and the auditor
- Will review the annual audit and recommend approval to the Commission

iv. TJPDC Treasurer

- Will be a signatory on all TJPDC bank accounts
- Will review reports of proposed expenditures and authorize payment(s) of those expenditures. In the Treasurer's absence, the Chair will be responsible for this function.
- Will review supporting documentation for those expenditures as requested by the Treasurer or TJPDC staff
- Will serve as a member of the Finance/Executive Committee

v. TJPDC Executive Director

- Will be a signatory on all TJPDC bank accounts
- Will review approval of invoices by project/program managers, or approve vouchers and invoices for expenditures
- Will review reports of proposed expenditures and authorize payment(s) of those expenditures
- Will draft the annual budget for review by the Finance/Executive Committee, and present it to the Commission for adoption
- Will acknowledge reconciliation review by Chief Operating Officer or designee
- Will review financial reports prepared by the Finance Director or other staff prior to presentation to the Finance Committee

vi. TJPDC Finance Director

- Will be a signatory on all TJPDC bank accounts in order to perform required financial activities
- Will prepare expenditure reports for review and approval
- Will process payments based on approved expenditure reports
- Will reconcile monthly bank statements using accounting software
- Will prepare financial reports
- Will participate in preparation of annual budget

vii. TJPDC Deputy Director

- Will be a signatory on all TJPDC bank accounts
- Will approve all expenditures and payments payable to the Executive Director
- In the Executive Director's absence, will review approval of invoices by project/program managers, or approve vouchers and invoices for expenditures
- In the Executive Director's absence, will review reports of proposed expenditures and authorize payment(s) of those expenditures

viii. TJPDC Chief Operating Officer or designee

- Will conduct a reconciliation review of monthly bank statements and the Finance Director's bank reconciliation. Bank statements will be directly accessed from the bank by the Chief Operating Officer or designee.
- Will be a signatory on all TJPDC bank accounts in order to verify bank records and transactions

    - In the Administrative Assistant's absence, will receive and open all incoming mail, including any checks, unless of a confidential nature.
    - In the Administrative Assistant's absence, will make copies of all checks and deposit slips, document all checks received, and make bank deposits
    - In the Administrative Assistant's absence, will prepare signed checks for mailing, with a copy of the invoice as appropriate, scan and file retained check stubs and invoices for TJPDC records

  ix. TJPDC Administrative Assistant
    - Will receive and open all incoming mail, including any checks, unless of a confidential nature.
    - Will make copies of all checks and deposit slips, document all checks received, and make bank deposits
    - Will prepare signed checks for mailing, with a copy of the invoice as appropriate, scan and file retained check stubs and invoices for TJPDC records

b. <u>Financial and Organizational Reports</u>
  i. Each month the TJPDC Finance Director and assigned staff shall prepare:
    - A balance sheet showing cash accounts, accounts receivable, accounts payable, pre-paid expenses, deferred revenue and the cost and depreciation of any owned property, equipment and fixtures, and equity accounts
    - A consolidated income statement showing the income received, expenses incurred and the balance for the month and year to date, with a comparison to the budget
    - A chart showing accrued revenues by program
    - A financial dashboard report, displaying key indicators in a visual way to convey the financial condition of the TJPDC

  ii. Financial Reports to the Commission: Financial reports will be provided at each meeting of the Commission for review and acceptance

  iii. The Executive Director will provide a report to the Commission at each meeting, highlighting and analyzing the TJPDC's activities

c. <u>Controls for Incoming Funds</u>
  i. Checks Received: The majority of the money received by the TJPDC is in the form of electronic deposits or checks received by mail. The following procedures will be used for checks received via mail:
    - The Administrative Assistant receives and opens the mail.
    - All checks are endorsed and stamped "For deposit only," and recorded on a deposit slip. Copies of the deposit slip and check are made before the deposit is taken to the bank.
    - All documentation received with the check is kept with a copy of the check and deposit slip, and the original deposit receipt from the bank. The Administrative Assistant passes all of this information to the TJPDC Finance Director.
    - The Administrative Assistant records all deposits on an Excel spreadsheet, indicating date received, date deposited, check number, payer name, and amount of deposit, and any additional notes specific to the payment (i.e., invoice number).

  ii. Funds will be held in governmental accounts at approved financial institution(s) and in trust accounts with the Virginia Investment Pool (VIP), as necessary to perform required financial activities.

iii. Electronic Deposits: Payments for programs may be made in the form of electronic deposits directly into TJPDC's designated bank account(s). The following procedures will be used for electronic deposits:

- Electronic notification by the funder will be sent to the Finance Director or designee
- The Finance Director will record deposits received and programs credited

iv. Cash Received: TJPDC may receive some incidental payments by cash. The following procedures will be used for cash:

- The Administrative Assistant receives all cash payments and provides a hand-written receipt slip to the payee, retaining the carbon copy.
- For cash payments under $10, the cash may be added to petty cash, accompanied by a receipt to be used in the reconciliation.
- The Administrative Assistant deposits cash payments over $10 into the bank, making a copy of the cash and deposit slip, and attaching the bank deposit receipt to the copy after making the deposit.
- The Administrative Assistant records all cash bank deposits on an Excel spreadsheet, indicating date received, date deposited, "CASH" written in the check number column, payer name, and amount of deposit.

d. Controls for Payments

i. The Administrative Assistant will open incoming invoices received by mail/email and forward these to the Program/Project Manager or the Executive Director for review and processing.

ii. Each employee is issued a dedicated credit card with a spending limit. Staff may use their credit card for purchases as authorized. Employees will be provided access to the credit card statement. Each staff member with credit card charges for the month provides materials on credit card activity to their Program Director for approval before being sent to the Administrative Assistant. The agency credit card payment is included in the expenditures report. TJPDC makes one payment for the agency credit card account monthly.

iii. The Finance Director will review invoices received, approved by the Program/Project Manager or Executive Director, and prepare appropriate expenditure report. The Finance Director will arrange for approval by the Executive Director and Treasurer, or other approvers as appropriate.

iv. The payment approvers review the expenditure report and associated documentation, if requested. Any questions are directed to the Finance Director. After any issues are resolved, the expenditure report is approved and returned to the Finance Director. In the instance where a physical check is required, the check(s) will be signed by any two of the following:

1. Chair,
2. Treasurer, or
3. Executive Director (or designee).

v. The Finance Director provides all checks and backup materials to the Administrative Assistant to prepare for signature and mailing. A copy of the check stub, invoice, and other backup materials are retained for TJPDC records.

vi. The Finance Director will maintain supporting documentation in the appropriate vendor files. These files will be utilized to respond to any discrepancies which arise with vendors or other payees.

e. Petty Cash:

i. The Administrative Assistant maintains cash on hand for use in incidental purchases. The following procedures will be used for petty cash:

- The Administrative Assistant keeps petty cash in a locking deposit bag, stored in a locked cabinet. The maximum amount of petty cash maintained is $200.
- Staff may use petty cash for incidental purchases as needed. Receipts for purchases, with appropriate account codes noted, are retained in the locked bag until petty cash is reconciled.
- Any cash received under $10 is noted with a hand-written receipt identifying the source of the funds, and kept in the locked bag until petty cash is reconciled.
- No less than once each fiscal year, the Administrative Assistant reconciles petty cash based on the receipts and remaining cash and provides the reconciliation to the Finance Director.
- The Finance Director prepares a check payable to TJPDC for an amount to bring the petty cash balance up to $200.
- The Chief Operating Officer or designee cashes the check at the bank and provides the cash and check stub to the Administrative Assistant. Funds are added to petty cash.

f. Bank Reconciliations:

i. The TJPDC Finance Director will download monthly bank statements and reconcile using accounting software within 15 days of the end of the prior month. The TJPDC Finance Director shall provide the bank statements, reconciled accounting reports, approved expenditure report, and check register and missing check detail to the Chief Operating Officer or designee to do a reconciliation review.

ii. The Chief Operating Officer or designee will review the materials provided by the TJPDC Finance Director.

- Reviewer will verify that all checks are consecutive. Any missing check numbers will be documented and investigated with the Finance Director. The reviewer will forward any concerns to the TJPDC Executive Director.
- The reviewer will examine cleared checks for authorized signatures.
- Any checks that are outstanding for more than three months will be documented for investigation and explanation.
- Reviewer will examine debits on each bank statement. The reviewer will forward any concerns to the TJPDC Executive Director.
- Reviewer will document the reconciliation review. The reviewer will notify the Executive Director that the review has occurred.
- The reconciliation review should be completed by the 25th of the month following the end of the bank statement.

iii. The TJPDC Executive Director will acknowledge the reconciliation review by initialing the report.

iv. All relevant materials will be retained for the audit process.

VI. ACCOUNTING SYSTEM:

a. Software: TJPDC utilizes QuickBooks to track revenue and expenditures on an accrual basis and to produce monthly financial reports.

b. Fund Accounting: TJPDC uses a chart of accounts to classify transactions to clearly identify fund sources and uses. Governmental financial statements are produced at the end of the fiscal year.

c. Fiscal Year: TJPDC's fiscal year runs from July 1 to June 30.

VII. OTHER CONTROLS:

a. Controlled Access to Records: Current fiscal year financial records are kept in the locked office of the Finance Director. A separate drive on the server is dedicated to financial files, with access limited to the Finance Director, Executive Director and Chief Operating Officer.

b. Control of Physical Assets: Physical assets include furniture, equipment, and a vehicle. The following controls are in place:

   i. The Chief Operating Officer, with assistance from staff, maintains a spreadsheet of all equipment, with serial number, date purchased, and assigned user.

   ii. All physical assets are covered by an appropriate insurance policy.

   iii. Keys to the office are provided to staff members, lessees, and the janitorial staff. Keys are returned to the TJPDC upon termination of employment, lease, or contract.

   iv. TJPDC's Employee Handbook includes appropriate use and maintenance of TJPDC-owned property among Standards of Conduct for staff.

HAZARD MITIGATION PLAN UPDATE 2028

Isabella O'Brien, Regional Planner II

1

HAZARD MITIGATION PLANNING

- In 2001, the Disaster Mitigation Act amended the Stafford Act, and created the framework for local and state governments to engage in hazard mitigation planning.

2

HAZARD MITIGATION PLANNING BACKGROUND

- Planning Process
- Risk Assessment
- Mitigation Strategy
- Plan Adoption, Maintenance, and Implementation

3

APPROVED PLANS ARE A PREREQUISITE FOR MANY GRANTS

- Building Resilient Infrastructure and Communities (BRIC)
- Flood Mitigation Assistance (FMA)
- Hazard Mitigation Grant Program (HMGP)
- Rehabilitation of High Hazard Potential Dams (HHPD)
- Fire Mitigation Assistance Grants (FMAG)
- Public Assistance Categories C-G

4

LOCAL BENEFITS

Action Item Description: Replace or upgrade generators at the following buildings: Lovingston Fire Department, Piney River Fire Department, Faber Fire Department, Rockfish Valley Fire and Rescue, Montebello Fire Department, Roseland Rescue Squad and Nelson EMS. The generators at Nelson's fire and EMS stations are either under powered or have reached end of life and are not functioning, acting as barriers to effective response to fire and ems calls in the case of power outage. Additionally, Fire and EMS buildings act as emergency shelter locations, and currently may not have power during blackout conditions, inhibiting their use during times of need.

Hazard(s): Multiple

Lead Party Responsible: Emergency Services Coordinator

Estimated cost: $300,000.00

Funding Method: Hazard Mitigation Grant Program, General Revenue

Implementation Schedule: 3 years

Priority: High

5

BUDGET

	Program		Admin		Totals
	Budget	%	Budget	%	
Federal	$93,884	75%	$6,259	53%	$100,144
State	$25,036	20%	$0		$25,036
Local			$5,491	47%	$5,491
Local In-Kind Contributions	$6,259	5%			$6,259
Totals	$125,179		$11,750		$136,930

6

NEXT STEPS

- Submit grant application to VDEM by July 18, 2028
- Planning likely to begin in late 2025 - early 2026
- Plan Approved & Adopted by February 1, 2028

Staff recommends that the TJPDC approve the resolution for hazard mitigation planning.

7

Thomas Jefferson Regional Hazard Mitigation Plan
Scope of Work

The Thomas Jefferson Planning District Commission (TJPDC) will lead and coordinate the development of a Regional Hazard Mitigation plan, due to be completed, including adoption by at least one locality, by February 1, 2028. The plan will address mitigation of multiple natural hazards, including hurricanes, high winds and thunderstorms, flood, winter weather, wildfire, drought and extreme heat, tornadoes, earthquakes, landslides, dam failure and Karst features, fire, and geologic hazards.

1. Planning Process

a) TJPDC will work with our local jurisdictions (the City of Charlottesville and the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson) to carry out and document the hazard mitigation planning process, including but not limited to:
   - How the plan was prepared
   - How the public was involved (i.e. workshops, community outreach)

b) As part of the public involvement process, each local jurisdiction will appoint a representative, and an alternate, to the Regional Hazard Mitigation Plan (HMP) Working Group. For the planning process, the Towns will be represented by their respective County, and any Town Staff are encouraged to participate. The County and/or the TJPDC will contact the Towns to work together to identify potential actions to include in the Hazard Mitigation Plan (HMP).

c) Local jurisdictions will also identify groups to work with during the planning process, including, but not limited to, their Local Emergency Planning Committees and any Special Districts. Contact with other community groups, businesses/Chamber of Commerce, and other formal and informal local organizations will be undertaken in order to meaningfully involve and engage the community, including individuals, families, schools, faith-based groups, tribes, nonprofits, government officials, community leaders, and business owners, in the planning process.

The HMP Working Group will:
- Hold regular meetings to guide the development of the plan, including holding multiple workshops during the plan development period. With interest and availability from the working group, members are encouraged to present about aspects of their work that contribute to the region's capacity to mitigate natural hazards.
- Solicit input and information sharing from citizens, stakeholders, and professionals with knowledge of applicable hazards.
- Solicit input regarding the feasibility of potential mitigation measures for each hazard and the prioritization of mitigation projects.
- Review the final draft of the plan and the plan's goals and proposed mitigation projects.
- Be involved in the implementation as well as the updating of the plan's goals and proposed mitigation projects.
- Evaluate progress toward implementation on an annual basis at an annual meeting and submit an annual report to VDEM.

2. Capability Assessment (Local Inventory) This section helps to identify and evaluate the resources that are in place, or need to be in place, to reduce risk and improve resilience.

a) Local governments will inventory local ordinances, policies, local laws, and plans that relate to guiding and managing growth and development and impact

b) Local governments will identify the staff, skills, tools and funding resources available to support the implementation of mitigation actions

c) Research financial resources that the community has access to or is eligible for to fund mitigation actions

3. **Risk Assessment (Hazard Identification and Vulnerability)** The purpose of this section is to provide a basis for hazard mitigation planning and will include:

a) Hazard Identification: TJPDC staff will develop a description and prioritization of the natural and man-made hazards that have occurred within the region's localities and provide a detailed description of the planning area. Using the data, the HMP Working Group will prioritize the natural hazards, based on frequency, deaths and injuries, property damage experienced during past events, and the best available models and data, to include the effects of future hazards and climate change as required by FEMA. For this plan, the risk assessment section will assess each community's risks. The natural hazards categories, consistent with the State Hazard Mitigation Plan include, but are not limited to:

- Flood-Related Hazards (river flooding, coastal flooding, erosion, dam failures as the result of coastal storms, winter storms and hurricanes) that include, at a minimum, flood hazard areas as defined by FEMA in the Flood Insurance Rate Maps (FIRMs) for the jurisdiction as well as local historical data.
- Wind-Related Hazards (hurricanes, coastal storms, winter storms, tornadoes) based on information provided by the National Weather Service and/or State Hazard Mitigation Plan.
- Fire-Related Hazards (drought, wildfires) based on local historical data, the National Weather Service, State Hazard Mitigation Plan, and/or other applicable plans/sources.
- Geologic Hazards (earthquakes, landslides, sink holes) based on local historical information, State Hazard Mitigation Plan, and/or other applicable plans/sources.
- Climate-Related Hazards (Extreme Heat, Drought)
- Other Hazards not listed above as determined by local history and experience. Consideration may also be given to man-made hazards (i.e. chemical spills, cyber-attacks, and/or fires).

b) HAZARD MAPPING: Using the best available, existing data, the TJPDC will develop maps of areas affected by natural hazards. In conjunction with mapping, The TJPDC will develop a comprehensive inventory (database) for use in developing map data layers, of the following items relative to the multiple hazard area:

1) Critical facilities, including, but not limited to the following:
   a) emergency operations center, police/fire stations
   b) hospitals and emergency shelters
   c) water and wastewater treatment plants and associated pumping stations
   d) power generation, transmission, and delivery facilities.
   e) special population centers, such as schools, day-care facilities, nursing homes/elderly housing,
   f) correctional facilities
   g) hazardous material facilities
   h) evacuation routes
2) All repetitive flood loss and substantial damage structures, as defined by FEMA, if applicable. Data will be requested from the Virginia Department of Emergency Management (VDEM) for inclusion in the analysis and plan.
3) Maps that depict the location of structures, land use, transportation and population.
4) Structures will be delineated by use (e.g. residential, commercial, industrial, institutional, other)

c) VULNERABILITY ASSESSMENT: Based on the information described above, the TJPDC will develop an overview of each community's vulnerability to specific hazards. This vulnerability assessment, if possible, will include:

- Types and numbers of buildings, infrastructure, and critical facilities located in the identified hazard areas.
- All existing multiple hazard protection measures within the jurisdiction, including protective measures under the National Flood Insurance Program (NFIP).

- A description of each measure and the method of enforcement and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.
- A description of how the hazards could affect the population, economy, property, and environment.
- A description of changes in recent development and evaluate how vulnerability has changed over time

4. **MULTIPLE HAZARD MITIGATION STRATEGY** Local jurisdictions will assist the TJPDC in developing local mitigation strategies specific to each community's exposure and impacts by identified natural hazards. The Hazard Mitigation Strategy will include a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the HMP Working Group, informed by local input through meetings, survey, or other means. An example of a goal statement and an objective from the current regional plan is:

a) GOAL: Increase mitigation capacity through planning and project implementation
b) OBJECTIVE: Reduce property risks through planning, zoning, ordinances and regulations
c) ACTIONS: A comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction, while identifying the responsible parties.
    - These projects may be non-structural (e.g.: planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g.: seawalls, dams, dikes) solutions, and gray and green infrastructure to improve resiliency.
    - At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
        - An analysis of proposed mitigation projects focused on several key areas, including but not limited to: economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
    - Coordination with relevant Federal and State agencies for input and technical assistance.

5. **HAZARD MITIGATION PLAN MAINTENANCE PROCESS**

a) MONITORING, EVALUATING, AND UPDATING: The Hazard Mitigation Working Group, supported by TJPDC staff, will meet annually in May or following a major disaster to evaluate progress and review annual impacts or actions which may necessitate changes in the plan. Regular evaluation of the plan will address whether:
    1. goals and objectives address current and expected conditions;
    2. the nature, magnitude, or type of hazard affecting the region has changed;
    3. current resources are appropriate for implementing the plan;
    4. important problems such as technical, political, legal, or coordination issues with other agencies have occurred;
    5. agencies and other partners are participating as originally proposed.

    The plan will undergo a comprehensive review and evaluation every five years by the Working Group and the TJPDC under the authority of the Boards of Supervisors and City Council.

b) INCORPORATION INTO EXISTING PLANNING MECHANISMS: Local jurisdiction will assist the communities in the implementation and incorporation of the plans' goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.

c) IMPLEMENTATION SCHEDULE: The completed plan will include an implementation schedule with procedures for ensuring the plans' implementation, updating and revision every 5 years.

d) CONTINUED PUBLIC INVOLVEMENT: Local jurisdiction will work with the communities for continued public involvement.

6. Additional State Requirements

Local jurisdiction will work with the communities to identify and include additional requirements set by Virginia Department of Emergency Management (VDEM)

7. Plan Hazard Mitigation Plan Adoption, Review, And Approval

a) LOCAL ADOPTION: The TJPDC will work with the participating localities (the City of Charlottesville, the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson, and the Towns of Louisa, Mineral, Scottsville and Stanardsville) for the adoption of the plan by their respective governing body.

b) PLAN APPROVAL: The adopted plan will be submitted to the Virginia Department of Emergency Management (VDEM) on or before the termination date for initial review and forwarding to FEMA/Region for final review and approval.

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

tjpdc.org

RESOLUTION

A Resolution Regarding Regional Hazard Mitigation Planning and Application for a Hazard Mitigation Planning Grant

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) mandates that local governments develop and maintain a FEMA-approved Hazard Mitigation Plan as a condition for receiving certain federal disaster assistance and hazard mitigation grant funding; and

WHEREAS, the Commonwealth of Virginia, through the Virginia Department of Emergency Management (VDEM), provides guidance and support for the development of these plans, encouraging a regional approach to address shared hazards and vulnerabilities; and

WHEREAS, a regional hazard mitigation plan allows for a comprehensive and coordinated strategy to identify, assess, and mitigate risks from natural and technological hazards, fostering greater resilience across participating jurisdictions; and

WHEREAS, the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson, and the City of Charlottesville face common natural hazards, and a collaborative regional planning effort is the most effective way to address these shared risks; and

WHEREAS, the Thomas Jefferson Planning District Commission (TJPDC) has successfully served as the lead agent for multiple regional hazard mitigation planning cycles, demonstrating a proven capacity to coordinate this effort; and

WHEREAS, the following elements must be included in hazard mitigation plans in accordance with 44 CFR Part 201.6, Local Mitigation Plans:

- An assessment of the hazards, vulnerabilities, and risks present in the planning area;
- A mitigation strategy that identifies specific actions to reduce the effects of hazards;
- A process for plan maintenance, including monitoring, evaluating, and updating the plan;
- Documentation of the planning process, including public involvement and coordination with other agencies; and
- An explanation of how the plan will be implemented and incorporated into existing planning mechanisms; and

WHEREAS, VDEM has announced the availability of grant funds to assist regions in developing and updating their hazard mitigation plans, encouraging applications for these funds to offset planning costs; and

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WHEREAS, for purposes of this Hazard Mitigation Planning Grant Program, the Thomas Jefferson Planning District Commission (TJPDC) will continue to serve as the lead agent for the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson, and the City of Charlottesville; and

WHEREAS, the region, through the lead agent, wishes to apply for and secure these VDEM grant funds to help fund the cost of regional hazard mitigation plan update; and

WHEREAS, the region wishes to designate the TJPDC as the coordinator for the update and maintenance of these Plans.

NOW, THEREFORE BE IT RESOLVED that the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson, and the City of Charlottesville, agree to participate with all local governments to develop the regional plan and support an application for grant funding to assist in the update and maintenance of a regional hazard mitigation plan that will comply with the regulations noted; and

BE IT FURTHER RESOLVED that the Thomas Jefferson Planning District Commission is authorized to develop an application and apply for hazard mitigation planning grant funds to assist with the cost of updating and maintaining said regional hazard mitigation plan; and

BE IT FURTHER RESOLVED that the lead agent agrees to manage all grant funds received and allocate these shared funds towards the tasks and deliverables proposed in the grant application for the benefit of the entire region; and

BE IT FINALLY RESOLVED that TJPDC Executive Director, Christine Jacobs, is authorized to sign a VDEM grant agreement and take all other actions necessary related to the hazard mitigation planning grant.

Adopted this 5th day of June 2025.

______________________________	______________________________
Christine Jacobs, Executive Director Thomas Jefferson Planning District Commission	Tony O'Brien, Chair Thomas Jefferson Planning District Commission
______________________________	______________________________
Date	Date

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

Intergovernmental Review Request
TJPDC Application for the five-year update of the Regional Natural Hazard Mitigation Plan

The Thomas Jefferson Planning District Commission (TJPDC) is applying for federal funding from the Federal Emergency Management Agency (FEMA) for the five-year update of the Regional Natural Hazard Mitigation Plan. This updated plan is due to be completed by February 1, 2028.

The total project cost for this planning effort is $125,179.00. This includes $93,884.00 in federal funding, an estimated $25,036.00 in state funding, and $6,259.00 of in-kind local staff time.

The TJPDC has a strong history as the lead grantee for the regional Hazard Mitigation Plan process, having successfully managed the initial plan in 2006 and subsequent five-year updates completed in 2012, 2018, and 2023. This continuity ensures a streamlined and effective planning process.

FEMA funding is currently available through FEMA-DR-VA-4831 (Hurricane Helene), and the Virginia Department of Emergency Management (VDEM) has encouraged the TJPDC to apply for this funding for the upcoming five-year plan update. Applications are due by July 18, 2025.

This application is being developed in close partnership with all ten localities within the Planning District: the City of Charlottesville, the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson, and the Towns of Mineral, Louisa, Scottsville, and Stanardsville. Additionally, two special districts, the University of Virginia and Rivanna Authorities, are participating in this collaborative effort. A letter from each participating locality and special district, committing to their involvement in the project, is a required component of the application package.

TJPDC Contact
Name: Isabella O'Brien
Phone: (434) 422-4824, **Email:** iobrien@tjpdc.org
Address: PO Box 1505, Charlottesville, VA 22902

Date Received: June 5, 2025
Public Comment Period Ends: July 5, 2025

Attested to:

____ ____
Christine Jacobs, Executive Director Date

	TJPDC - FY26 Operating Budget			06.05.2025
	$0.62 per capita	*$0.64 per capita*	$0.66 per capita	$0.68 per capita
Revenue	***FY23 Actual***	***FY24 Actual***	***FY25 Budgeted***	***FY26 Operating***
Federal	$12,765,316	$26,941,918	$37,588,493	$36,411,510
State	$955,735	$838,859	$3,779,210	$6,140,634
Local	$5,313,450	$8,579,291	$6,601,354	$6,993,000
Local per capita	$160,847	$171,054	$178,411	$184,967
Interest Income	$35,208	$61,276	$70,000	$50,000
Rent Income	$22,198	$26,098	$40,000	$28,000
Reserves Transfer/CIP	-$32,486	$11,197	$0	$26,000
Total Revenue	$19,220,268	$36,629,693	$48,257,467	$49,834,111
Operating Expenses				
Personnel Costs				
Salaries	$967,741	$998,838	$1,139,306	$1,488,530
Fringe and Release	$203,213	$225,045	$276,301	$331,663
Total Personnel	$1,170,954	$1,223,883	$1,415,607	$1,820,194
Direct Costs				
Overhead Allocation	$0	$0	$0	$0
Nonreimbursable Overhead	$0	$0	$0	$0
Contingency	-$56	$0	$17,115	$96,552
Postage	$1,948	$326	$1,339	$1,096
Subscriptions	$708	$317	$630	$4,170
Supplies/COGS	$13,510	$15,132	$19,485	$16,440
Audit-Legal	$27,817	$28,753	$37,920	$38,800
Advertising	$16,030	$20,883	$39,963	$35,936
Meeting Expenses	$7,525	$4,383	$41,030	$8,052
TJPDC Contractual	$109,322	$77,341	$80,769	$49,222
Dues	$9,312	$10,924	$12,412	$12,837
Insurance	$7,731	$7,406	$8,020	$8,020
Printing/Copy	$5,139	$2,539	$5,269	$4,971
Rent	$100,975	$104,296	$107,700	$138,555
Equip/Data Use	$50,026	$26,592	$56,473	$50,651
Capital & Leases	$0	$0	$0	$0
Telephone	$6,258	$16,079	$17,530	$16,441
Travel-Vehicle	$17,741	$32,766	$65,448	$51,561
Janitorial	$2,917	$2,545	$5,500	$5,000
Professional Development	$52,815	$16,628	$48,511	$40,448
Total Other Costs	*$429,717*	*$366,910*	*$565,113*	*$578,752*
TOTAL OPERATING EXPENSES	$1,600,671	$1,590,793	$1,980,721	$2,398,946
Net Ordinary Income - Pass Through $	$17,619,596	$34,578,718	$46,276,746	$47,435,165
Other				
HOME Pass Through	$376,127	$775,261	$407,125	$1,345,632
HPG Pass Through	$141,171	$168,632	$140,552	$120,342
Cigarette Tax Pass Through	$2,659,620	$2,683,169	$3,274,313	$3,259,537
VATI Broadband Pass Through	$13,376,956	$29,941,546	$40,420,000	$42,432,402
Other Grants Pass Through	$949,884	$1,010,110	$1,780,905	$277,252
Total Other Expenses	*$17,503,758*	*$34,578,718*	*$46,022,895*	*$47,435,165*
Net Other Income	-$17,503,758	-$26,615,515	-$46,022,895	-$47,435,165
Net Income	**$115,839**	**$460,182**	**$253,852**	**$0**

FY26

Per Capita : Local Contributions

Program	Pop.	% Pop.	Per Capita	Rideshare	Solid Waste	RRBC	Legislative Liaison	Regional Transit Partnership	Regional Housing Partnership	Total Contribution
	7/1/2024		0.68	0.1487	0.0518	0.0518	0.4200	0.3198	0.1967	
Program Code			110/300	193	303	908	277	181	729	Various
Charlottesville	51,132	18.80%	$ 34,769.76	$ 7,605.36	$ 2,648.95	$ 2,648.95	$ 21,475.44	$ 26,750.00	$ 10,057.02	$ 105,955.49
Albemarle	116,148	42.70%	$ 78,980.64	$ 17,275.82	$ 6,017.19	$ 6,017.19	$ 48,782.16	$ 26,750.00	$ 22,844.85	$ 206,667.84
Fluvanna	28,214	10.37%	$ 19,185.52	$ 4,196.54	$ 1,461.66	$ 1,461.66	$ 11,849.88	$ -	$ 5,549.34	$ 43,704.60
Greene	21,370	7.86%	$ 14,531.60	$ 3,178.57	$ 1,107.10	$ 1,107.10	$ 8,975.40	$ -	$ 4,203.21	$ 33,102.97
Louisa	40,434	14.86%	$ 27,495.12	$ 6,014.14	$ -	$ -	$ 16,982.28	$ -	$ 7,952.86	$ 58,444.40
Nelson	14,713	5.41%	$ 10,004.84	$ 2,188.41	$ -	$ -	$ 6,179.46	$ -	$ 2,893.86	$ 21,266.57
TOTALS	272,011	100.00%	$ 184,967.48	$ 40,458.84	$ 11,234.90	$ 11,234.90	$ 114,244.62	$ 53,500.00	$ 53,501.14	$ 469,141.87

Required Local Match / Per Commission Policy:

Program	Per Capita	Southeast Crescent Regional Commission (SCRC)	Rural Transportation	Mobility Management - 5310	CA-MPO	Hazard Mit (FY26/FY27)	Watershed Improvement Program (WIP)	HUD HOME Consortium	Regional Water Supply Planning (RPU1)	Balance	Regional	Local	*Difference from FY25 Total Contribution*
	0.68	Per Capita	Per Capita	Per Capita	Per Capita	Per Capita	Per Capita	Per Capita	Per Capita		75%	25%	
Program Code	300	120	170/171	180	190/195/198 191/196/199	330	907	727	903	300	300	301-307	
Charlottesville	$ 34,769.76	$ (323.08)	$ -	$ (2,130.25)	$ (14,725.51)	$ (155.27)	$ (3,051.55)	$ (3,759.55)	$ (1,987.27)	$ 8,637.28	$ 6,477.96	$ 2,159.32	*$ 5,842.81*
Albemarle	$ 78,980.64	$ (733.88)	$ (7,624.74)	$ (4,838.93)	$ (33,449.48)	$ (352.70)	$ (6,931.71)	$ (8,539.95)	$ (4,514.14)	$ 11,995.11	$ 8,996.33	$ 2,998.78	*$ 10,287.14*
Fluvanna	$ 19,185.52	$ (178.27)	$ (1,852.16)	$ (1,175.44)	$ -	$ (85.68)	$ (1,683.81)	$ (2,074.47)	$ (1,096.55)	$ 11,039.14	$ 8,279.35	$ 2,759.78	*$ 1,675.02*
Greene	$ 14,531.60	$ (135.03)	$ (1,402.87)	$ (890.31)	$ -	$ (64.89)	$ (1,275.36)	$ (1,571.26)	$ (830.55)	$ 8,361.32	$ 6,270.99	$ 2,090.33	*$ 1,680.07*
Louisa	$ 27,495.12	$ (255.48)	$ (2,654.36)	$ (1,684.55)	$ -	$ (122.78)	$ (2,413.10)	$ (2,972.97)	$ (1,571.49)	$ 15,820.39	$ 11,865.29	$ 3,955.10	*$ 3,951.90*
Nelson	$ 10,004.84	$ (92.96)	$ (965.86)	$ (612.97)	$ -	$ (44.68)	$ (878.07)	$ (1,081.79)	$ -	$ 6,328.50	$ 4,746.38	$ 1,582.13	*$ 354.79*
TOTALS	$ 184,967.48	$ (1,718.70)	$ (14,500.00)	$ (11,332.45)	$ (48,174.99)	$ (826.00)	$ (16,233.60)	$ (20,000.00)	$ (10,000.00)	$ 62,181.74	$ 46,636.31	$ 15,545.44	*$ 23,791.73*

FY26 Budget Revenues

Internal Program Code	Revenue	Federal	State	Local	Local per capita	Interest Income	Rent
LOCALITY PER CAPITA AND STATE REVENUE							
110	State - DHCD Allocation		$114,971				
110	WSC & Offices						$28,000
110	Interest Income					$50,000	
301	Charlottesville				$34,770		
302	Albemarle				$78,981		
304	Fluvanna				$19,186		
305	Greene				$14,532		
306	Louisa				$27,495		
307	Nelson				$10,005		
	Unknown Source/Reserve Transfer/CIP			$26,000			
TRANSPORTATION							
	Rural Transportation						
170	Rural Admin	$12,800					
171	Rural Transportation Planning	$45,200					
	Transit and Mobility Planning						
180B-Local	PATH/Mobility Management - Local			$7,500			
180-25	PATH/Mobility Management FFY25	$29,243	$5,849				
180-25.1	PATH/Mobility Management FFY25.1 - Contingency		$18,736				
180-26	PATH/Mobility Management FFY26 Capital	$187,320	$37,464				
180-26.1	PATH/Mobility Management FFY26 Operating	$0	$0				
181	Regional Transit Partnership (RTP)			$61,868			
185	MERIT TA - Feasibility and Prioritization		$15,000	$15,000			
	Charlottesville-Albemarle MPO						
190/195/198	PL Funding	$274,483	$34,310				
191/196/199	FTA Funding	$110,917	$13,865				
	Rideshare						
193	Rideshare/TDM - DPRT		$146,798	$36,699			
	Other Transportation						
172	Safe Streets and Roads for All (SS4A)	$10,631		$2,658			
HOUSING AND NONPROFIT							
726	HOME-ARP	$44,261					
727-21	HOME Consortium Admin-21	$0					
727-22	HOME Consortium Admin-22	$0					
727-23	HOME Consortium Admin-23	$0					
727-23.1	HOME Consortium Admin-23.1	$0					
727-24	HOME Consortium Admin-24	$32,556					
727-25	HOME Consortium Admin-25	$17,175					
728-23	Housing Preservation Admin - HPG-23	$0					
728-23.1	Housing Preservation Admin - HPG-23.1	$0					
728-24	Housing Preservation Admin - HPG 24	$20,369					
729	Regional Housing Partnership			$39,256			
729.2	Regional Housing Study		$35,585	$18,475			
733	VA Housing - PDC		$40,015				
ENVIRONMENT							
303	Solid Waste			$11,235			
330	Hazard Mitigation	$7,689	$1,922				
901	IIJA DEQ Septic Program	$9,195					
902	IIJA DEQ Rain Barrel Program	$3,090					
903	Water Supply - RPU 1		$11,884				
907	WIP DEQ	$64,934					
908	RRBC			$11,235			
OTHER PROGRAMS							
112	TJPDC - Corporation			$1,500			
120	SCRC - Capacity Building	$4,192					
277	Legislative Liaison			$114,245			
278	VAPDC			$55,000			
760	Reional Cigarette Tax			$130,466			
761	VATI 2022 - DHCD	$161,502		$0			
762	VATI 2024 - DHCD	$0	$93,400	$0			
PASS THRU REVENUE							
180B-Local	PATH/Mobility Management - Local	$0	$0	$2,500			
180-26.1	PATH/Mobility Management FFY26 Operating	$2,522	$2,018				
185	MERIT TA - Feasibility and Prioritization		$60,000	$60,000			
330	Hazard Mitigation (In Kind Pass Through)			$481			
726	HOME-ARP Pass Through	$410,324					
727-21	Consortium HOME Pass Through-21	$0					
727-22	Consortium HOME Pass Through-22	$267,587					
727-23	Consortium HOME Pass Through-23	$260,144					
727-24	Consortium HOME Pass Through-24	$253,000					
727-25	Consortium HOME Pass Through-25	$154,577					
728-23	Housing Preservation Pass Through-23	$33,772					
728-24	Housing Preservation Pass Through-24	$86,570					
729.2	Regional Housing Study		$48,819	$25,346			
760	Regional Cigarette Tax Pass Through			$3,259,537			
761	VATI 2022- DHCD Pass Through	$33,592,402		$2,840,000			
762	VATI 2024 - DHCD Pass Through	$240,000	$5,460,000	$300,000			
901	IIJA DEQ Septic Program	$73,315					
902	IIJA DEQ Rain Barrel Program	$1,738					
Total Revenues by Category		**$36,411,510**	**$6,140,634**	**$7,019,000**	**$184,967**	**$50,000**	**$28,000**
Sum Total of Revenues							**$49,834,111**

MEMORANDUM

To: TJPD Commissioners
From: Christine Jacobs, Executive Director
Date: June 5, 2025
Re: FY26 Operating Budget

Purpose: To detail proposed changes in the FY26 Operating Budget for Commission consideration.

Background: The budget process for each fiscal year generally consists of three steps:
1. Approval of the Projected budget in September/October, setting the per capita rate, population basis, and amounts requested for specific programs to serve as the basis for budget submissions to localities,
2. Approval of the Operating Budget adopted in May as prescribed in the TJPDC Bylaws, and
3. Approval of an Amended Operating Budget approved in March, to serve as the final budget for financial reports and auditing purposes.

Budget Changes: The Draft FY26 Operating Budget was presented to the Commission in the May 1, 2025, meeting. As staff indicated in that meeting, there are several changes between the original draft and the budget before the Commission for consideration tonight.

The most significant change relates to the implementation of the classification and compensation study. As further analysis has been conducted, and with the current administration's release of the federal "skinny-budget," staff continue to have concerns about the uncertainty of our programming and staffing in FY27 and beyond. In addition to the potential loss of federally-funded programs, there are current non-recurring TJPDC programs that are set to conclude in and around FY26, to include the Virginia Housing Development grant, the IIJA Septic and Rain Barrel program, the USDOT Safe Streets and Roads for All Program, and the Virginia Telecommunication Program.

In order to protect the agency from overcommitting on its ability to sustain the study-recommended salary increases (to 62.5th percentile of the market), staff is revising its initial recommendation on the full one-year implementation schedule. It is important to note that it is clear that a one-year implementation is feasible in FY26 (without the need for a reserve transfer of one-time funds) because the resources are currently available through our programming to support the increases. However, there is no certainty that the salary levels could be sustained beyond FY26. As such, staff recommend the following:

1. In FY26, implement the study's recommended option with 75% of the increase as a permanent salary increase and the remaining 25% of the increase as a one-time bonus (disbursed throughout the year with each paycheck). This accomplishes three things. First, it allows the staff to realize the full 'take-home' benefit of the recommended option. Second, it ensures that all staff's base salaries are competitive with the market at just above the 50th percentile. Finally, it gives staff and the commission the ability to make a more informed decision about the full implementation of the recommended option once additional information is available regarding funding for FY27 and beyond.

The table below reflects this change:

	Draft FY26 Budget – Salary/Fringe	Final FY26 Budget – Salary Fringe
Base Salary	$1,485,281.17	$1,421,636.24
Bonus	$0.00	$66,894.12
Fringe	$345,117.63	$331.663.42
Total	$1,830,398.80	$1,820,193.78

2. In addition to the change in the implementation of the classification and compensation study, the following minor changes are incorporated into the revised draft for consideration:

    a. Moved a portion of the administrative funding for the Virginia Housing Development grant from FY26 to FY27 to accommodate the expected project close-out timeline.

    b. Revise individual staff position from full-time to three-quarters time for July-September and full-time for October through June to reflect final grant award.

    c. Updated the Charlottesville-Albemarle Metropolitan Organization (CA-MPO)'s Federal Transit Administration (FTA) 5303 revenues and associated expenses to match finalized allocation received.

    d. Updated health enrollment options for individuals wishing to take advantage of the taxable insurance stipend. Additional changes to health enrollment options may need to be made after the budget is adopted to reflect changes submitted during the open enrollment period.

    e. Reclassified expenses currently in "Contractual" to "Equipment/Data Use" to more accurately reflect the expense types.

    f. Added HOME FFY25 grant per award letter received.

    g. Revised fringe to reflect changes in base salary due to amended recommendation for classification and compensation study (Long Term Disability, Workman's Compensation, VRS Employer Share)

    h. Revised Hazard Mitigation Budget to reflect changes made during application development.

The FY26 Operating Budget is balanced and includes Revenues of $49,834,111 and Expenses of $49,834,111.

Recommendation: Staff recommends that the Commission approve the Fiscal Year 2026 Thomas Jefferson Planning District Commission Annual Operating Budget, as presented.

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

**RESOLUTION APPROVING THE FISCAL YEAR 2026
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ANNUAL OPERATING BUDGET AND WORK PLAN**

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

WHEREAS, the Commission and its associate organizations, the Charlottesville-Albemarle Metropolitan Planning Organization and the Blue Ridge Cigarette Tax Board, carry out a program of work on behalf of its members and in cooperation with its federal, state and local partners, and;

WHEREAS, the Commission prepares an annual operating budget containing a revenue summary and expenditure plan to fund and carry out its work program, and;

WHEREAS, the Executive Director and Executive/Finance Committee recommend to the Commission for the Fiscal Year 2026 an Operating Budget of $49,834,111 in Revenues and $49,834,111 in Expenses, and;

WHEREAS, it is expected that the Commission will review and amend the FY 2026 Operating Budget in March, 2026 or before, when more accurate revenues and expenses are known, and;

NOW, THEREFORE, BE IT RESOLVED by the Thomas Jefferson Planning District Commission that it hereby approves the Fiscal Year 2026 Budget, which is attached hereto, and which shall be included in the minutes of the Commission meeting of June 5, 2025.

Adopted by the Thomas Jefferson Planning District Commission at its Monthly Commission Meeting of June 5, 2025, in the City of Charlottesville, Virginia, a quorum being present.

________________________________	________________________________
Christine Jacobs, Executive Director Thomas Jefferson Planning District Commission	Tony O'Brien, Commission Chair Thomas Jefferson Planning District Commission
____________________	____________________
Date	Date

MASTER AGREEMENT

FOR USE OF

COMMONWEALTH TRANSPORTATION FUNDS

(Grantee Name)

This Master Agreement ("Agreement"), is made and executed as of the ____ day of ____________, 20__ between the Virginia Department of Rail and Public Transportation ("Department"), acting by and through its Director, and ____ ("Grantee") (collectively Department and Grantee referred to as "Parties"). On a case by case basis, the Parties will enter into a project specific agreement ("Project Agreement") that includes the overall purpose for which grants are awarded ("Project"), the total cost of a Project, the Department and Grantee participation, Project time period, and any subsequent amendments thereto. This Agreement constitutes the terms and conditions governing receipt of grants provided by the Department and governs and is incorporated by reference in all Project Agreements approved by the Department. The terms of this Agreement shall apply to all actions such as executing a Project Agreement, requesting reimbursement, requesting extensions or other actions taken pursuant to complete a Project ("Grant Transactions") from the date of this Agreement until a new Master Agreement for the use of Commonwealth transportation funds is executed by the Department and the Grantee. If there are any conflicting terms between this Master Agreement and a Project Agreement, the terms contained in this Master Agreement will control.

ARTICLE 1. PROGRAMS AND FUNDING

§ 1.1 This Agreement contains requirements that must be adhered to by the Grantee for all grants received from the Department.

§ 1.2 Funding is subject to annual appropriation by the Virginia General Assembly ("General Assembly"), allocation by the Commonwealth Transportation Board ("CTB"), and execution by the Parties of this Agreement and an associated Project Agreement. For any grants administered by the Department, the CTB or the General Assembly may change the percentage of the local share that can be financed by Commonwealth transportation funds to a higher or lower percentage than set forth in the Project Agreement. In the event such a change occurs, the applicable percentage will be the new percentage set by the CTB or the General Assembly. All Eligible Project Costs incurred prior to the date of the change will be governed by the previous percentage.

§ 1.3 In the event that the Grantee receives a subsequent allocation of funding from the Commonwealth of Virginia ("Commonwealth") other than the Department, or receives Federal funding for a Project, the allocation of grant funds originally allocated for that Project shall be reduced by the amount of the subsequent allocation of Commonwealth or Federal funding. Within thirty (30) days of receipt, the Grantee shall notify the Department in writing when a subsequent allocation of Commonwealth or Federal funding is received.

§ 1.4 The Grantee shall provide funds from sources other than Federal funds, except as may otherwise be authorized by Federal statute, in an amount sufficient, together with the grant funding governed by this Agreement, to assure payment of the total cost of the Project. The Grantee further agrees that no refund or reduction of the amount so provided will be made at any time, unless there is at the same time a refund and/or de-obligation to the Department of a proportional amount of the grant funds paid or to be paid by the Department. The Grantee is obligated to provide its share of Project cost as detailed in the Project Agreement.

§ 1.5 Payment of funds by the Department pursuant to a Project Agreement shall not exceed the Department funding amount identified in the applicable Project Agreement.

ARTICLE 2. ELIGIBLE PROJECT COSTS

§ 2.1 The Grantee agrees to incur costs in accordance with Project Agreements and this Agreement ("Eligible Project Costs"). The Department shall provide reimbursement of Eligible Project Costs submitted by the Grantee in proportion to the percentage of total funding to be provided by the Department pursuant to the Project Agreement. All expenses for which the Grantee seeks reimbursement by the Department shall be charged at the actual cost(s) to the Grantee with no Grantee markup.

§ 2.2 Eligible Project Costs must meet the following requirements:

A. Be necessary in order to accomplish the Project as identified in an associated Project Agreement;

B. Be reasonable for the goods or services purchased;

C. Be actual net costs charged to the Grantee (i.e., the price paid minus any refunds, rebates, salvage, or other items of value received by the Grantee which have the effect of reducing the cost actually incurred and paid);

D. Be incurred during the time period specified in the associated Project Agreement;

E. Be in accordance with 2 C.F.R. Pt. 200 Subpart E, if applicable;

F. Be based on a cost allocation plan that has been approved in advance by the Department if the costs are indirect costs;

G. Be documented in accordance with the terms of this Agreement;

H. Be treated uniformly and consistently under generally accepted accounting principles; and

I. There must be sufficient remaining allocated Commonwealth transportation funds pursuant to the associated Project Agreement to make the requested reimbursement.

Costs incurred by the Grantee to correct deficiencies in a Project, including costs related to the Grantee's failure to comply with the terms of this Agreement or a Project Agreement, do not qualify as Eligible Project Cost. The Department shall make the final determination as to whether costs submitted for reimbursement qualify as Eligible Project Costs.

ARTICLE 3. REIMBURSEMENT OF GRANTEE

§ 3.1 Some Projects involving operating costs will require payment based on a schedule. Payment schedules for such projects will be detailed in the Project Agreement. The Department will make payment to the Grantee of the Department's share of scheduled payments as outlined in the Project Agreement. For other Projects not subject to a schedule of payments, grant funds will be distributed by the Department to the Grantee on a reimbursement basis.

§ 3.2 The Grantee shall submit requests for reimbursement using the form ("Project Reimbursement Form") provided by the Department through the Department's grant administration system. The Grantee shall submit Project Reimbursement Forms no more frequently than once a month and within 90 days from incurrence of Eligible Project Costs. Project Reimbursement Forms must be supported by third party evidence. The Department shall have the right to request additional details. The Grantee shall provide information within 30 days of the Department's request for additional information. The Department will make reimbursement of approved Eligible Project Costs within 30 days of the Department's receipt and approval of Grantee's Project Reimbursement Form. The Grantee shall submit its final reimbursement request to the Department within 90 days of expiration of funding for the Project Agreement.

§ 3.3 The Department shall have the right, in its sole discretion, to withhold reimbursement for Project Reimbursement Forms or line items in Project Reimbursement Forms found to be incomplete or not in conformance with the requirements of this Agreement or the associated Project Agreement. The Department will notify the Grantee of the basis for withholding total or partial reimbursement and will work with the Grantee to resolve disputed items.

§ 3.4 Reimbursement by the Department is not a waiver of Department's claim that said reimbursement request violates this Agreement or Project Agreement. Reimbursement is not a final decision by the Department as to validity of the cost as an Eligible Project Cost.

§ 3.5 Any reimbursement paid to the Grantee by the Department not in accordance with the provisions of this Agreement, associated Project Agreement, or Federal, State, or local law, shall be repaid to the Department by the Grantee within 60 days of the Department's written notice to the Grantee of the repayment obligation.

§ 3.6 The Grantee is responsible for payment of all third-parties performing work on behalf of the Grantee ("Contractors"). The Grantee shall attach copies of Contractors' invoices to each Reimbursement request.

§ 3.7 The Grantee shall remit payment to Contractors within five business days of receipt of reimbursement from Department. If, for any reason, the Grantee does not remit payment to Contractor within five days, the Grantee shall immediately notify the Chief Financial Officer of the Department ("CFO") in writing, inform the CFO why such payments were not made and, if applicable, of the date Grantee will remit payment to its Contractors, and deposit the reimbursement funds received in an interest bearing account. The Grantee shall use all interest proceeds toward the Project, reducing the funding obligation of the Department outlined in the Project Agreement. Depending upon the Grantee's revised Contractor payment date, the Department may require the Grantee to repay the funds to the Department. If the Grantee fails to comply with this provision, the Department will require the Grantee to prepay Contractors prior to submitting Project Reimbursement Forms.

§ 3.8 With the exception of debt service specifically identified in a Project Agreement, the Grantee may not seek reimbursement for interest payments or charges on debt financing vehicles used to fund Projects.

ARTICLE 4. LAPSE OF FUNDS

§ 4.1 A Project Agreement obligates the Grantee to undertake and complete a Project within the period from the Project Start Date to the Project Expiration Date as identified in the Project Agreement. The

Department shall not provide any Reimbursement for any expenses incurred after the Project Expiration Date or for any expenses submitted 90 days after the Project Expiration Date.

§ 4.2 The Grantee's submission of a Project Reimbursement Form marked "Final," is Grantee's certification that it has completed the Project.

§ 4.3 The Department will withdraw any remaining Commonwealth transportation funds allocated for the Grantee's Project for which a final Project Reimbursement Form has been submitted and paid and/or after the Project Expiration Date. Withdrawn funds will be allocated to other projects.

ARTICLE 5. MAINTENANCE OF RECORDS

§ 5.1 The Grantee shall maintain all books, accounting records, and any other documents supporting the Grantee's activities and costs for every Project Agreement in accordance with federal and state laws and regulations. The Grantee shall maintain such records for four years from the end of the state fiscal year (June 30) in which the final payment is made.

The Grantee shall maintain records pertaining to facilities for the Useful Life of the facility. The Grantee shall maintain records pertaining to land in perpetuity. The Grantee shall require Contractors to similarly maintain their books, accounting records, and any other documents supporting the Contractors' activities and costs incurred, and require Contractors contain a similar provision in their contracts with subcontractors.

ARTICLE 6. AUDIT AND INSPECTION OF RECORDS

§ 6.1 The Grantee and Contractors shall permit the authorized representatives of the Department to inspect and audit their records related to the performance of this Agreement. Acceptable records are original documents (such as timesheets, travel reimbursements, invoices, receipts, etc.) that are the basis of entries on the Payment Reimbursement Forms. The Department may require the Grantee to furnish certified reports of all expenditures under any contracts or subcontracts.

§ 6.2 If applicable, the Grantee must follow the requirements of 2 C.F.R. pt. 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, including the audit and record keeping requirements set forth therein and applicable federal law. Grantees spending less than the statutory threshold amount of Federal assistance during any one fiscal year are not required to undergo a Single Audit, as defined by 31 U.S.C. § 7501, unless specifically requested by the Department. All Grantees must maintain auditable records and adequate supporting documentation. The Department reserves the right to require any recipient of Commonwealth funds to undergo an audit the scope of which will be defined by the Department and performed on any matter relating to a Project Agreement.

§ 6.3 If an independent Certified Public Accountant, other auditor, the Department, or any other party conducting an authorized audit finds the Grantee to be out of compliance with any provision of this Agreement, any Project Agreement, any relevant Federal, State, or local law or regulation, or applicable accounting standard or principle, the Grantee must provide a satisfactory corrective action plan to the Department within 60 days of notification of that finding. The scope of any audit conducted must include expenditures made by Contractors and any other recipients of pass-through funds.

§ 6.4 The Grantee agrees if any audit finds payments by the Department were (1) unsupported by acceptable records, or (2) in violation of any other provisions of this Agreement or associated Project Agreement, within 60 days of audit findings, the Grantee will promptly refund unsupported payments or payments found in violation.

§ 6.5 The Grantee must submit audited financial statements to the Department within six months following the end of the Grantee’s fiscal year to WebGrants or other system designated by the Department.

§ 6.6 The Grantee shall include language consistent with this Article in its contracts with Contractors to provide the Department the same access to Contractors' books and records, and requiring the Contractors to include language consistent with this Article in all subcontracts.

ARTICLE 7. PROCUREMENT OF SERVICES

§ 7.1 If the Grantee is not subject to the Virginia Public Procurement Act, then the Grantee shall utilize, and require its Contractors to utilize, competitive processes as follows:

.1 for procurement of professional services as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive negotiation process acceptable to the Department that is similar to applicable portions of the process set forth in §§ 2.2-4302.2 and 2.2-4303.B of the *Code of Virginia* (1950), as amended. Additional information regarding procedures for procurement of professional services can be found at §§ 2.2 and 3.1 of the most recent edition of the Commonwealth's Construction and Professional Services Manual ("CPSM");

.2 for procurement of construction services, a nonprofessional service as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive bidding process acceptable to the Department that is similar to applicable portions of the process set forth in §§ 2.2-4302.1 and 2.2-4303.D of the *Code of Virginia* (1950), as amended. Additional information regarding procedures for procurement of construction services can be found at § 7.1 of the most recent edition of the CPSM; and

.3 for procurement of nonprofessional services other than construction services as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive sealed bidding or a competitive negotiation process acceptable to the Department that is similar to applicable portions of the processes set forth in §§ 2.2-4302.1, 2.2-4302.2, and 2.2-4303.C of the *Code of Virginia* (1950), as amended.

§ 7.2 The Department reserves the right to review and approve, in advance, any request for proposals or solicitation to bid. The Department also reserves the right to require that the Grantee not execute any contract, amendment, or change order thereto, or to obligate itself in any manner with any third party with respect to the Grantee's rights, duties, obligations, or responsibilities under this Agreement or any Project Agreement unless and until authorized to do so in writing by the Department.

ARTICLE 8. ASSIGNMENTS

§ 8.1 Assignment of any portion of this Agreement or of any Project Agreement must be preapproved by the Department in writing.

ARTICLE 9. TERM, ENTIRE AGREEMENT, AND AMENDMENT

§ 9.1 This Agreement shall be effective immediately upon its execution.

§ 9.2 This Agreement, and associated Project Agreements, constitute the entire and exclusive agreement between the Parties relating to all specific matters covered therein. All prior or contemporaneous verbal or written agreements, understandings, representations, and/or practices relative to the foregoing are hereby superseded, revoked and rendered ineffective for any purpose.

§ 9.3 The execution of this Agreement and any associated Project Agreements may include electronic signatures using Personal Identification Number (PIN) based access.

§ 9.4 In order to effect a uniform set of terms governing Grant Transactions, effective as of the date of this Agreement, the Grantee and Department agree the terms of this Agreement supersede any and all previous Master Agreements previously entered between the parties. Any ongoing Project Agreements will be governed by the terms of this Agreement.

ARTICLE 10. NOTICES AND DESIGNATED REPRESENTATIVE

§ 10.1 All notices or communications with respect to this Agreement and associated Project Agreements shall be in writing and shall be deemed delivered (a) by hand, upon day of delivery, (b) by prepaid overnight delivery service, upon the next business day or (c) by U.S. Mail, certified, postage prepaid, return receipt requested, on the third business day following mailing. All notices or communications with respect to this Agreement and associated Project shall be delivered to the addresses set forth below or such other addresses as may be specified by a party.

Designated
Representative:

Department:

Virginia Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219
Attention: Chief Financial Officer
Chief of Public Transportation

Grantee:

____
NAME AND TITLE

____
____
ADDRESS

____
E-MAIL ADDRESS

ARTICLE 11. TERMINATION OF PROJECT AGREEMENT

§ 11.1 Grantee's Termination for Convenience. At any time, the Grantee may terminate a Project Agreement for its convenience by providing written notice to the Department. The termination will be effective 30 days after the Department's receipt of the Grantee's notice. Upon such termination, the Grantee will repay all funds received from the Department pursuant to the Project Agreement.

§ 11.2 Grantee's Termination for Cause

§ 11.2.1 The Grantee may terminate a Project Agreement for cause by providing written notice to the Department.

§ 11.2.2 The Department will have 90 days from receipt of the Grantee's notice, or such longer time as agreed by the Parties, to cure the breach ("Department's Cure Period"). If the breach remains uncured at the end of the Department's Cure Period, the termination shall be effective the day after expiration of the Department's Cure Period.

§ 11.2.3 If a Project Agreement is validly terminated pursuant to Section 11.2, the Grantee will not be required to repay funds disbursed by the Department and are confirmed as Eligible Project Costs by the Department's audit.

§ 11.3 Department's Termination for Convenience

§ 11.3.1 At any time, the Department may terminate a Project Agreement for its convenience by providing written notice of termination to the Grantee. Upon receipt of notice, the Grantee shall cease all Project work as soon as is practicable and refrain from entering into contracts in furtherance of the Project. The termination shall be effective 10 Days after the Grantee's receipt of the Department's notice.

§ 11.3.2 If the Department terminates a Project Agreement pursuant to Section 11.3, the Grantee will not be required to repay funds disbursed by the Department prior to the effective date of the termination that are confirmed Eligible Project Costs by the Department's audit. The Grantee may seek reimbursement for Eligible Project Costs for which it has not previously sought reimbursement incurred prior to the effective date of the termination.

§ 11.3.3 The Grantee waives all claims for damages and expenses related to a termination by the Department pursuant to Section 11.3.

§ 11.4 Department's Termination for Cause

§ 11.4.1 The Department may terminate a Project Agreement for cause by written notice to the Grantee upon the Grantee's breach, insolvency, or assignment for benefit of creditors.

§ 11.4.2 The Grantee shall have 30 Days from receipt of notice, or such longer time as agreed by the Parties, to cure or provide assurances acceptable to Department of solvency ("Grantee's

Cure Period"). If the breach remains uncured at the end of the Grantee's Cure Period, the termination shall be effective the day after expiration of the Department's Cure Period.

§ 11.4.3 If the Department terminates a Project Agreement for cause, the Grantee shall repay the Department all funds received pursuant to a Project Agreement, and shall not be entitled to further repayment. The Grantee shall make such payment within 60 days following effective day of termination.

ARTICLE 12: FORCE MAJEURE

§ 12.1 Force Majeure Event means fire, flood, war, rebellion, terrorism, riots, strikes, or acts of God, which may affect or prevent either Party from timely or properly performing its obligations under this Agreement.

§ 12.2 Delays caused by a Force Majeure Event shall not be deemed a breach or default under this Agreement. A Force Majeure Event will automatically result in a day-for-day extension to the performance period if any is specified in the Project Agreement. If the Department determines a Force Majeure Event renders Project Completion impossible or impractical, the Department may terminate the Project Agreement pursuant to Section 11.3.

§ 12.3 Within five days of occurrence, the Grantee will provide the Department written notice and documentation of the Force Majeure Event requesting relief necessary, and detailing required additional investigation, and analysis to determine extent of delay and remedy. Within 15 days of receipt of the Grantee's submission, the Department shall review the submission and determine whether the Grantee is entitled to the requested relief. Within 30 days of the Department's determination, the Grantee may appeal by requesting Director review. The Director's written decision is final.

ARTICLE 13. LIABILITY AND INSURANCE

§ 13.1 The Grantee shall be responsible for damage to life and property, including environmental pollution and/or contamination, arising from the actions of (a) its Contractors, subcontractors, agents and employees activities related to this Agreement or any associated Project Agreement and (b) any subsequent use of the Project.

§ 13.2 The Grantee shall carry sufficient insurance or have a sufficient self-insurance program to cover the risks for work performed under this Agreement and any associated Project Agreement. If the Grantee's insurance fails to cover agents, Contractors or subcontractors, the Grantee will require agents, Contractors and subcontractors performing work on Projects to carry insurance sufficient to cover risks associated with activities associated with a Project. Insurance purchased by the Grantee, its agents, Contractors, or subcontractors, shall list the Commonwealth, the Department, the Virginia Department of Transportation, and the officers, agents and employees of these entities as additional insureds.

§ 13.3 To the extent allowable by law, the Grantee shall indemnify, defend and hold harmless the Commonwealth, the Department, the Virginia Department of Transportation, and their officers, agents, and employees of these entities from and against all damages, claims, suits, judgments, expenses, actions and costs of every name and description, arising out of or resulting from any act or omission by the Grantee, its Contractors, subcontractors, agents or employees in the performance of the work covered by this Agreement or associated Project Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity of any Party.

§ 13.4 The obligations of this Article shall survive the termination or completion of this Agreement and any Project Agreement and the Department's payment.

ARTICLE 14. CONFLICT OF INTEREST

§ 14.1 The State and Local Government Conflict of Interests Act, § 2.2-3100 *et seq*. of the *Code of Virginia* (1950), as amended, shall apply if the Grantee is a local or state government, or a local or state governmental agency, commission, or authority.

§ 14.2 The following shall apply if the Grantee is not subject to the State and Local Government Conflict of Interests Act, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950), as amended:

.1 The following definitions shall apply concerning conflict of interest provisions in this Agreement and any associated Project Agreement:

“Contract” or “agreement” means any agreement, including any contract or subcontract, whether written or not, to which the Grantee is a party, or any agreement on behalf of the Grantee, including any contract or subcontract, which involves the payment of funds appropriated by the General Assembly of Virginia distributed pursuant to or subject to this Agreement or any associated Project Agreement.

“Employee” means any person employed by the Grantee, whether full time or part time.

“Thing of pecuniary value” means any thing having a monetary value including gifts, loans, services, securities, tangible objects, and business and professional opportunities.

.2 Other than the salary and remuneration received from the Grantee as a normal attribute of employment with the Grantee, no employee of the Grantee shall solicit, offer to accept, or accept, any money or other thing of pecuniary value or financial benefit or advantage, for the employee or for any other person:

a. in consideration of the use of the employee’s position or status with the Grantee to obtain for any person or business any employment with or any contract with the Grantee or with any Contractor, subcontractor, or supplier of the Grantee, including any consulting or professional services contract.

b. from any person or business other than the Grantee for performing any services for the Grantee in connection with any projects funded pursuant to or subject to this Agreement or any Project Agreement written hereunder.

c. from any person or business other than the Grantee for rendering any decision or directing any course of action in connection with any Projects funded pursuant to or subject to this Agreement or any Project Agreement.

.3 If any contract is obtained in violation of this Article or if the terms of this Article are violated, the Department may require the Grantee to take whatever legal action is necessary to rescind, void, invalidate, or cancel such contract or other action taken and/or to recover any funds paid in violation of the provisions of this Article, and remit recovered funds to the Department.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

§ 15.1 The Grantee warrants that it has not, and shall not, employ or retain any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure a Project Agreement, and that it has not, and shall not, pay or agree to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of a Project Agreement. Upon breach or violation of this Article, the Department shall have the right to terminate this Agreement or any Project Agreement pursuant to Section 11.4 of this Agreement.

ARTICLE 16. NON-DISCRIMINATION AND SEXUAL HARRASSMENT TRAINING

§ 16.1 In the solicitation or awarding of any contracts directly related to this Agreement or any associated Project Agreement, the Grantee shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Virginia law relating to discrimination in employment.

§ 16.2 During the performance of this Agreement or any associated Project Agreement, the Grantee agrees as follows: (a) the Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by Virginia law relating to discrimination in employment. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) the Grantee, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, will state that the Grantee, where applicable, 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.

§ 16.3 During the performance of this Agreement or any associated Project Agreement, the Grantee agrees as follows: 1. The contractor 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 contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over $10,000; 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, 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 chapter; 3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor'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 contractor owns or leases for business purposes and (b) the contractor's employee handbook. The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that such provisions shall be binding upon each subcontractor or vendor.

§ 16.4 In all solicitations, either by competitive bidding or negotiation made by the Grantee for work to be performed under a contract, including procurement of materials or equipment, each potential Contractor shall be notified by the Grantee of the Grantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of age, race, religion, sex, color, disability or national origin.

ARTICLE 17. DRUG-FREE WORKPLACE

§ 17.1 During the performance of this Agreement and any Project Agreement, the Grantee agrees to (a) provide a drug-free workplace for its employees; (b) 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 workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Grantee that the Grantee maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

ARTICLE 18. SMALL, WOMEN, AND MINORITY (SWAM) BUSINESSES

§ 18.1 The Grantee is encouraged to seek and use Small, Women, and Minority ("SWAM") enterprises in relation to any Project Agreement issued pursuant to this Agreement. § 2.2-4310 of the *Code of Virginia* (1950), as amended, addresses SWAM enterprises.

ARTICLE 19. PERSONS WITH DISABILITIES

§ 19.1 The Grantee, its agents, employees, assigns or successors, and Contractors, shall comply with the provisions of the Virginians with Disabilities Act (§ 51.5-40 through § 51.5-46 of the *Code of Virginia* (1950), as amended), the terms of which are incorporated herein by reference.

ARTICLE 20. NONRESTRICTIVE CLAUSE

§ 20.1 Solicitation documents will be based upon clear and accurate descriptions of the technical requirements for the material, product, or service to be procured. The descriptions will not contain features that unduly restrict competition.

ARTICLE 21. SPECIFIC PROJECT CONSIDERATIONS

§ 21.1 The Americans with Disabilities Act ("ADA") established universal access by requiring complementary paratransit services to be provided for visitors if they have been certified as "ADA paratransit eligible" by a public entity. If the Grantee provides paratransit services, the Grantee must honor the certification of a visitor qualified by another public entity for a period of 60 days during a calendar year. The visiting rider shall not have to provide any additional documentation, or participate in interviews or any other reviews to gain the complementary certification. If the visitor needs service beyond the 60 days in a calendar year, the visitor must go through the paratransit system's qualification process.

§ 21.2 Any motor vehicles purchased under this grant shall comply with Motor Vehicle Safety Standards as established by the United States Department of Transportation and with the Motor Vehicle Standards of the *Code of Virginia* (Title 46.2).

§ **21.3** The Department requires a systematic, multi-disciplined approach design to optimize the value of each dollar spent on a Project through the engagement of a team of architects, engineers or other professionals to identify, analyze and establish a value for a function of an item or system Value Engineering ("VE") for any project with a total cost in excess of $10 million ("Major Capital Projects"). A Major Capital Project is usually identified during the application review process. VE for a Project should be performed early in the design process before major decisions have been completely incorporated into the design, at or near the end of preliminary engineering ("PE") or at 30 percent of design. Some large or complex projects may require more than one VE study over their duration. For Major Capital Projects, upon completion of the VE phase, the Grantee shall submit the VE report to the Department. The Department may also require that VE be performed on individual Projects that do not qualify as Major Capital Projects. The Grantee is encouraged to conduct VE on all Projects for construction, including bus maintenance and storage facilities, as well as on those Projects regarding revenue railcar acquisition and rehabilitation.

§ 21.4 The Department encourages the Grantee to confer with other transit operations and maintenance experts in order to benefit from their experiences and to improve the performance of the process or product being reviewed ("Peer Review"). Although the Grantee is encouraged to conduct a Peer Review with all capital projects, the Department may require Peer Review in some instances.

§ 21.5 The Grantee is encouraged to perform crime prevention reviews during the design phase of all Department-funded transit facilities with particular focus on the incorporation and use of crime prevention through environmental design techniques. This review should be carried out as a project intended to improve and increase the safety and security of an existing or planned transit system or facility for both transit patrons and transit employees. The level of the review should complement the size and scope of the Project. Local crime prevention professionals should be included in the review process. Review documentation should remain on file by the Grantee and be available for Department review upon request.

ARTICLE 22. SPECIAL CAPITAL PROVISIONS

§ 22.1 The purchase of all equipment and services, and the construction of any facilities financed in whole or in part pursuant to a Project Agreement ("Project Equipment" and "Project Facilities"), shall be undertaken by the Grantee in accordance with this Agreement, Virginia law, and accepted good business practices. All plans, specifications, estimates of costs, award of contracts, performance and acceptance of work, and procedures in general are subject at all times to all applicable laws, rules, regulations, and orders. The Department reserves the right to review and approve all solicitations for purchase of equipment, facilities, and services prior to their issuance by the Grantee.

§ 22.2 The Grantee agrees that the Project Equipment and Project Facilities shall remain in service in the area and be used for the purpose for which they were purchased for the duration of the Useful Life. Useful Life will be defined by the Grantee utilizing Generally Accepted Accounting Principles, Internal Revenue Service or other industry practice standard agreeable to Department. If any Project Equipment or Project Facilities is not used for the intended purpose defined in the Project Agreement during the Project Equipment's and Project Facilities' Useful Life, the Grantee shall immediately notify the Department. In the case of Project Equipment, the Department shall have the option of requiring the Grantee either to transfer title to the Project Equipment to the Department or to remit to the Department an amount equal to a proportional share of the fair market value remaining in the Project Equipment based upon the Department's ratio of participation detailed in the Project Agreement. In the case of Project Facilities, the Grantee shall remit to the Department the proportional share of the remaining fair market value of the Project Facilities based upon the ratio of the Department's participation detailed in the Project Agreement. The Grantee shall keep records of the use of the Project Equipment and Project Facilities for review by the Department upon request.

§ 22.3 At any time, the Grantee shall permit the Department or its authorized representatives to inspect all vehicles, Project Facilities and Project Equipment; all transportation services rendered by the Grantee using such vehicles, Project Facilities or Project Equipment; and all relevant Project data and records.

§ 22.4 The Grantee shall maintain, in amount and form satisfactory to the Department, and in accordance with the laws of the Commonwealth, such insurance or self-insurance adequate to protect Project Facilities or Project Equipment and persons using such Project Facilities or Project Equipment throughout their use. The Department will be named as an additional insured.

§ 22.5 With regard to contracts for construction or facility improvement totaling less than $250,000, the Grantee shall follow its own requirements relating to bid guarantees, performance and payment bonds. For contracts in excess of $250,000, the Grantee shall adhere to the following minimum requirements:

- A bid bond from each bidder from a surety company legally authorized to do business in Virginia. The amount of the bid bond shall not exceed five percent (5%) of the bid price. This bid bond is a guarantee that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- A performance bond for 100% of the contract price.
- A payment bond for 100% of the contract price.
- In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check in the amount required for the bond.
- The Grantee shall seek Department approval of its bonding policy and requirements if they do not comply with these criteria.

§ 22.6 When any motor vehicle is purchased with funds supplied by the Department pursuant to this Agreement or any associated Project Agreement, the Department reserves the right, in its sole discretion, to require that a lien or security interest be placed upon the title of said vehicle to secure the amount of the funds supplied by the Department, with the lien or security interest to be perfected and recorded upon the certificate of title in the manner prescribed by law, with the certificate of title to be sent to the Department.

ARTICLE 23. MISCELLANEOUS PROVISIONS

§ 23.1 This Agreement and any Project Agreement shall, in all respects, be governed by the laws of the Commonwealth without giving effect to its principles of conflicts of law. Nothing in this Agreement or any Project Agreement shall constitute a waiver of sovereign immunity. Any legal action concerning this Agreement or any Project Agreement shall be brought in the Circuit Court of the City of Richmond, Virginia.

§ 23.2 The Grantee shall comply with all of the requirements specified in an associated Project Agreement, as well as all applicable Federal, State, and local law and regulations.

§ 23.3 If any term or provision of this Agreement or any Project Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the legality, validity, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement or any Project Agreement shall be binding upon the Parties.

§ 23.4 All provisions of this Agreement and any Project Agreement shall be binding upon the Parties and their respective successors and assigns.

§ 23.5 Upon the Department's request, the Grantee shall appoint one principal representative selected by the Department to the oversight board of any public transit service provider on which the Commonwealth is not already represented by a principal member and which benefits from state funding provided to the Grantee. If the members of an oversight board are determined through public election, or if complying with this requirement will violate a federal or state statute or General Assembly authorization, this provision shall not apply.

§ 23.6 The Grantee shall adhere to the current grant administration requirements issued by the Department and if required by the Department maintenance of asset inventory and performance reporting through the Department's web-based grant management system.

§ 23.7 Any repayment by the Grantee to the Department for funds granted by the Department pursuant to this Agreement and any associated Project Agreement shall also require the payment of interest using the prevailing statutory legal rate of interest established by the Virginia General Assembly, calculated from the date Reimbursement was made by the Department to date of repayment by the Grantee.

§ 23.8 All covenants and provisions of this Agreement shall be made expressly a part of any contracts executed by the Grantee, and shall be binding on the Contractors, their agents, and employees.

ARTICLE 24. UNAUTHORIZED ALIENS

§ 24.1 The Grantee certifies that it does not, and that it shall not, during the performance of this Agreement and any Project Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (the "Act"). The Grantee will also contractually require any Contractors who participate in any Project funded pursuant to this Agreement and any Project Agreement to comply with this provision. Unauthorized alien means, with respect to the employment of an alien (which is defined as any person not a citizen or national of the United States), at a particular time, that the alien is not at that time either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by the Act or by the United States Attorney General.

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IN TESTIMONY THEREOF, the Parties have caused this Agreement to be executed, each by its duly authorized officers, all as of the day, month, and year first written.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

BY:

____

DIRECTOR DATE

WITNESS: ____

(NAME AND TITLE) DATE

GRANTEE

BY:

____

CHIEF EXECUTIVE OFFICER DATE

WITNESS: ____

(NAME AND TITLE) DATE

tjpdc.org

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

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MASTER AGREEMENT FOR USE OF COMMONWEALTH TRANSPORTATION BOARD (CTB) FUNDS THROUGH THE DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION (Department)

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

WHEREAS, the Commission administers transportation grant projects through fiscal administration and management from the Virginia Commonwealth Transportation Board for the region and the Charlottesville-Area Metropolitan Planning Organization (CA-MPO), RideShare, PATH Mobility Management, and other transportation funding of federal, state and local sources; and

WHEREAS, the Commonwealth Transportation Board (CTB) requires that an agency receiving and administering funds from the Department enter into a project specific agreement ("Project Agreement") that includes the overall purpose for which grants are awarded ("Project"), the total cost of a Project, the Department and Grantee participation, Project time period, and any subsequent amendments thereto; and

WHEREAS, the CTB requires prior to entering "Project Agreements", a multi-year Master Agreement be executed constituting the terms and conditions governing receipt of grants provided by the Department and governs and is incorporated by reference in all Project Agreements approved by the Department. The terms of this Agreement shall apply to all actions such as executing a Project Agreement, requesting reimbursement, requesting extensions or other actions taken pursuant to complete a Project ("Grant Transactions") from the date of this Agreement until a new Master Agreement for the use of Commonwealth transportation funds is executed by the Department and the Grantee; and

NOW, THEREFORE, BE IT RESOLVED by the Thomas Jefferson Planning District Commission that it hereby grants authority for the TJPDC Executive Director to execute the attached Master Agreement with amendments and future associated Project Agreements with the Department with minor amendments as authorized by the Master Agreement; and

BE IT FURTHER RESOLVED, this authorization is effective from the date of this Agreement until a new Master Agreement for the use of CTB funds is executed by the Department and the Commission.

Adopted by the Thomas Jefferson Planning District Commission at its Monthly Commission Meeting of June 5, 2025, in the City of Charlottesville, Virginia, a quorum being present.

____	____
Christine Jacobs, Executive Director Thomas Jefferson Planning District Commission	Tony O'Brien, Commission Chair Thomas Jefferson Planning District Commission
___________________________	_________________________
Date	Date

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

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

(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 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 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, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 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;

(9) Title VIII 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;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(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 (“Uniform Act”) (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. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with 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 sub-agreements.

(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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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 the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency 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 Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

   (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

   (2) Procuring a commercial sex act during the period of time that the award is in effect; or

   (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
  (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
  (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
  (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and thirdparty contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

  (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

  (2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

  (1) Provides a fair distribution of amounts in the State, including Indian reservations; and

  (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant *must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
(d) With respect to its procurement system:
  (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
  (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
(e) It will comply with the Certifications, Assurances, and Agreements in:
  (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
  (2) Category 5 (Transit Asset Management Plan),
  (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
  (4) Category 8 (Formula Grants for Rural Areas),
  (5) Category 14 (Alcohol and Controlled Substances Testing), and
  (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Thomas Jefferson Planning District Commission The

Applicant certifies to the applicable provisions of all categories: (*check here*) ___X___.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	______
02	Public Transportation Agency Safety Plans	______
03	Tax Liability and Felony Convictions	______
04	Private Sector Protections	______
05	Transit Asset Management Plan	______
06	Rolling Stock Buy America Reviews and Bus Testing	______
07	Urbanized Area Formula Grants Program	______
08	Formula Grants for Rural Areas	______
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	______
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	______
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	______

12	State of Good Repair Grants	______
13	Infrastructure Finance Programs	______
14	Alcohol and Controlled Substances Testing	______
15	Rail Safety Training and Oversight	______
16	Demand Responsive Service	______
17	Interest and Financing Costs	______
18	Cybersecurity Certification for Rail Rolling Stock and Operations	______
19	Tribal Transit Programs	______
20	Emergency Relief Program	______

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Thomas Jefferson Planning District Commission

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature____________________________ Date: ____________

Name Christine EB Jacobs, Executive Director, TJPDC Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Thomas Jefferson Planning District Commission

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature Date: 27 May 2025

Name Mark Flynn Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

TJPDC FINANCIAL DASHBOARD

REVIEW AND DISCUSSION OF FINANCIAL TARGETS FOR FISCAL YEAR 2026

1

CURRENT TARGETS, GOALS, CONCERNS, AND ALARMS

- Net Quick Assets:
  - Target = Five (5) months of average monthly operating expenses
- Unrestricted Cash on Hand:
  - Target = Four (4) months of average monthly operating expenses
  - Alarm = < Two (2) months of average monthly operating expenses
- Revenue Less Expenses:
  - Goal = $4,166 monthly / $50,000 annually
  - Concern = Three (3) consecutive negative months

2

TJPDC'S NET QUICK ASSETS AND CAPITAL RESERVES

- Net Quick Assets (NQA) equal current assets minus current liabilities
- Restricted Capital Reserves equal NQA minus five (5) months of the average monthly operating expenses
- The average monthly operating expense is a rolling twelve-month average of operating expenses (TJPDC costs minus pass-through and project contractual expenses)

3

UNRESTRICTED CASH ON HAND

- Total Cash = All funds held in checking, money market and VIP accounts (it does not include pass-through deposits in transit)
- Unrestricted Cash = Total Cash minus Restricted Capital Reserves minus Deferred Revenues
- Issue = The TJPDC is consistently below the 4-month target in Unrestricted Cash while the Restricted Capital Reserve balance is substantial and continues to grow

4

FISCAL YEAR 25 CAPITAL RESERVE AND UNRESTRICTED CASH – CURRENT POLICY

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
CASH	$630,518	$675,177	$787,601	$852,970	$992,922	$1,032,271	$1,002,796	$877,611	$818,354
Current Assets	$7,223,425	$6,922,529	$9,395,236	$7,817,685	$7,097,833	$9,985,066	$8,542,703	$5,715,427	$7,764,911
Current Liabilities	$5,685,232	$5,342,902	$7,800,717	$6,192,807	$5,473,583	$8,362,581	$6,896,263	$4,094,197	$6,114,416
Net Quick Assets	$1,538,193	$1,579,627	$1,594,519	$1,624,878	$1,624,250	$1,622,485	$1,646,439	$1,621,230	$1,650,494
Months of Op Exp	11.45	11.81	11.80	11.84	11.85	11.76	11.76	11.33	11.27
Available for Capital Reserves (>5 months)	$866,546	$911,129	$919,020	$938,960	$938,960	$932,719	$946,358	$905,737	$918,392
Total Cash	$630,518	$675,177	$787,601	$852,970	$992,922	$1,032,271	$1,002,796	$877,611	$818,354
Notes Payable	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Revenue	$442,688	$444,032	$424,332	$488,720	$493,707	$457,125	$530,392	$497,932	$441,271
Unrestricted Cash	$187,830	$231,145	$363,268	$364,250	$499,215	$575,146	$472,405	$379,679	$377,083
Months of Op Exp	1.40	1.73	2.69	2.66	3.64	4.17	3.37	2.65	2.58

5

THE TJPDC IS CONSISTENTLY BELOW THE FOUR (4)-MONTH TARGET – CAPITAL RESERVE POLICY IS IMPEDING OUR ABILITY TO MEET THE GOAL

6

STAFF RECOMMENDATIONS FOR IMPLEMENTATION IN FISCAL YEAR 2026

Ensure sufficient Unrestricted Cash on Hand is available for any unforeseen circumstances that may arise during uncertain financial times by:

- Increasing the target months of Net Quick Assets from five (5) to eight (8) months of average monthly operating expenses.
- Revising the Restricted Capital Reserves calculation to be based on Net Quick Assets above eight (8) months of average monthly operating expenses

7

FISCAL YEAR 25 CAPITAL RESERVE AND UNRESTRICTED CASH – STAFF RECOMMENDED POLICY

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Total CASH	$1,497,063	$1,586,306	$1,706,621	$1,791,930	$1,931,882	$1,964,990	$1,949,154	$1,783,348	$1,736,746
CASH	$1,033,506	$1,076,276	$1,192,900	$1,264,521	$1,404,096	$1,446,131	$1,422,845	$1,306,906	$1,257,615
Current Assets	$7,223,425	$6,922,529	$9,395,236	$7,817,685	$7,097,833	$9,985,066	$8,542,703	$5,715,427	$7,764,911
Current Liabilities	$5,685,232	$5,342,902	$7,800,717	$6,192,807	$5,473,583	$8,362,581	$6,896,263	$4,094,197	$6,114,416
Net Quick Assets	$1,538,193	$1,579,627	$1,594,519	$1,624,878	$1,624,250	$1,622,485	$1,646,439	$1,621,230	$1,650,494
Months of Op Exp	11.45	11.81	11.80	11.84	11.85	11.76	11.76	11.33	11.27
Available for Capital Reserves (>8 months)	**$463,557**	**$510,030**	**$513,721**	**$527,409**	**$527,787**	**$518,860**	**$526,309**	**$476,442**	**$479,131**
Total Cash	$1,033,506	$1,076,276	$1,192,900	$1,264,521	$1,404,096	$1,446,131	$1,422,845	$1,306,906	$1,257,615
Notes Payable	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Revenue	$442,688	$444,032	$424,332	$488,720	$493,707	$457,125	$530,392	$497,932	$441,271
Unrestricted Cash	$590,818	$632,244	$768,567	$775,801	$910,389	$989,006	$892,454	$808,974	$816,344
Months of Op Exp	**4.40**	**4.73**	**5.69**	**5.66**	**6.64**	**7.17**	**6.37**	**5.65**	**5.58**

8

RECOMMENDED ACTION

- The Finance/Executive Committee recommends to the full commission a motion to adopt and implement, effective July 1, 2025:
  - Increasing the target months of Net Quick Assets from five (5) to eight (8) months of average monthly operating expenses.
  - Revising the Restricted Capital Reserves calculation to be based on Net Quick Assets above eight (8) months of average monthly operating expenses

9

MEMORANDUM

To: TJPD Commissioners
From: Christine Jacobs, Executive Director
Date: June 5, 2025
Re: Executive Director's Report

Purpose: To review the current agenda packet and inform Commissioners of agency activities since May 1, 2025. Items with an asterisk (*) require action from the Commission.

1. **Call to Order**
    a. Call to Order, Roll Call – *Chair O'Brien, 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. **Regional Housing Study Presentation** – *Mel Jones, Jonathan Knopf, Laurie Jean Talun*
    The TJPDC is kicking of a Regional Housing Study and Strategies Plan. Supporting consultants from the Virginia Housing Research Center and Housing Forward Virignia will present the scope of work and detail the planning process. A copy of the presentation is included in the meeting materials. No action is required.

4. ***Consent Agenda –** *Chair O'Brien*

    Copies of the following materials are included in the meeting materials:
    a. ***Minutes of May 1, 2025, Commission Meeting**
    b. ***Minutes of May 1, 2025, Closed Session**
    c. ***April Financial Reports**
        i. April Dashboard Report
        ii. April Consolidated Profit & Loss Statement
        iii. April Balance Sheet
        iv. April Accrued Revenue Report
    d. ***Employee Handbook Revisions (Approved by Finance/Executive Committee 5.1.2025)**
    e. ***Financial Management Policy Revisions (Approved by the Finance/Executive Committee 5.1.2025)**

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

5. ***Old Business**

    a. **Hazard Mitigation Planning Grant** – Isabella O'Brien

Staff previously presented to the commission on the forthcoming application to the Virginia Department of Emergency Management (VDEM) for a Federal Emergency Management Administration (FEMA) grant to develop the required five-year Hazard Mitigation Plan. Staff will present updates to the plan's budget and scope of work. The presentation to the commission will fulfill the Inter-Governmental Review (IGR) requirements. A copy of the staff's presentation, the IGR certification, and a draft resolution of support are included in the meeting materials.

***Recommended Action:** Staff recommends a motion to pass a Resolution supporting the application of a Regional Hazard Mitigation Planning Grant and supporting the TJPDC as the administrator and manager of the development of the plan, if awarded.

b. ***Safe Streets and Roads for All (SS4A) Staff Memo and Resolution –** *Christine Jacobs*
In May, staff presented the draft Safe Streets and Roads for All Safety Action Plan. In further review of all federal executive orders, and in response to a letter from the US Transportation Secretary (received by all recipients of federal funds), several non-substantive changes were made to the draft to comply with directives, to include the removal of references to USDOT initiatives (such as Justice 40 and the Climate and Economic Justice Screening tool). Additional census data and maps were included in the background data sections. A staff memo and copy of the draft plan are forthcoming. The plan needs to be adopted by all member jurisdictions and the TJPD Commission in time for submittal to USDOT by June 26, 2025.

***Recommended Action:** Staff recommends a motion to pass a resolution supporting the adoption of the Move Safely Blue Ridge Comprehensive Safety Action Plan, as revised.

c. **Election of TJPDC Officers**– *Tony O'Brien*
The TJPDC elects officers at its June meeting per the commission's bylaws. In the April commission meeting, the Chair appointed a nominating committee consisting of Ned Gallaway, Jesse Rutherford, and Phil D'Oronzio. The nominating committee presented their recommended slate in the May 1, 2025, meeting. The recommended slate includes:

- Keith Smith, Chair
- Michael Payne, Vice Chair
- Phil D'Oronzio, Treasurer
- Christine Jacobs, Secretary

***Recommended Action:** The TJPDC Nominating Committee recommends a motion to approve the following slate of officers for Fiscal Year 2026: Keith Smith, Chair, Michael Payne, Vice-Chair, Phil D'Oronzio, Treasurer and Christine Jacobs, Secretary.

d. **FY26 Draft Annual Operating Budget –** *Christine Jacobs*
The TJPDC Bylaws require a May adoption of the budget, however, due to the ongoing Classification and Compensation study, the commission deferred the FY26 budget to May for a draft review and June for adoption. The budget may be amended or revised anytime during the fiscal year; however, it also will be amended in February/March of 2026. The draft Operating Budget is balanced with projected revenues of $49,834,111 and projected expenditures of $49,834,111. The budget includes a capital reserve transfer of $26,000 for building renovations and incorporates a revised recommendation to the commission's direction to implement Option 3b of the Classification and Compensation study. A copy of the budget totals, revenues, local contributions as well as a detailed budget memo of changes made between the draft and

final version presented tonight are included in the meeting materials. Additional materials include a draft resolution.

***Recommended Action:** Staff recommends a motion to approve the Resolution adopting the FY26 Annual Operating Budget, as presented.

6. ***New Business**

   a. **Authorization to Sign VA Department of Rail and Public Transportation (DRPT) Master Agreement and Authorization to Sign FFY25 Federal Transit Administration (FTA) Certifications and Assurances**– *Christine Jacobs*
   The TJPD Commission administers transportation grant projects through fiscal administration and management from the Virginia Commonwealth Transportation Board (CTB) for the Charlottesville-Albemarle Metropolitan Planning Organization, the PATH Mobility Management 5310 program, the RideShare program and other transportation funding from federal, state and local sources. Prior to entering into any agreements, the CTB requires a multi-year Master Agreement to be executed constituting the terms and conditions governing receipt of grants provided by DRPT. Additionally, the Federal Transit Administration requires Annual Certifications and Assurances for all recipients of federal funds. The Certifications and Assurances must be signed by both the recipient and their legal counsel. Included in the meeting packet are copies of the State Master Agreement and the federal Certifications and Assurances as well as a resolution authorizing the Executive Director to execute the Master Agreement.

   ***Recommended Action:** Staff recommends a motion to adopt a resolution authorizing the Executive Director to execute a Master Agreement for the use of Commonwealth Transportation Board (CTB) funds through the Department of Rail and Public Transportation and to authorize the Executive Director to execute the FTA Certifications and Assurances.

   b. **TJPDC Revised Financial Target –** *Christine Jacobs*
   In its May meeting, the Finance/Executive Committee received a presentation from staff recommending the consideration of revising the agency's financial targets. Staff will present the recommendations to the full commission. A copy of the staff's presentation is included in the meeting materials.

   ***Recommended Action:** The Finance/Executive committee recommends a motion to adopt and implement, effective July 1, 2025: Increasing the target months of Net Quick Assets from five (5) to eight (8) months of average monthly operating expenses and Revising the Restricted Capital Reserves calculation to be based on Net Quick Assets above the eight (8) months of average monthly operating expenses.

7. **Executive Director's Monthly Report**

   a. **Virginia Telecommunications Initiative (VATI) 2022:** Staff continue 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.

VATI 22 Project milestones reported to DHCD in May are as follows:

- 1,600 miles of field data collection.
- 3,812 miles of fiber design.
- 2,006 miles of make ready construction.
- Eight communications huts set.
- 1,537 miles of aerial fiber placement.
- 689 miles of underground fiber placement.
- 1,854 miles of splicing.
- 20,764 passings.

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.

b. **Virginia Telecommunications Initiative (VATI) 2024:** The TJPCD and Firefly's $12.2 million VATI 2024 grant funded project is underway. This grant supports the construction of fiber-to-the-home broadband to an additional 5,825 unserved locations in 10 central Virginia counties, including Fluvanna, Greene and Louisa Counties in our Planning District. Monthly progress reports are submitted to DHCD.

Highlights of the May VATI 24 project progress report are as follows:

- Field data collection, fiber design and service drops from aerial construction underway.
- 18,600 linear feet of fiber completed.
- 126 passings.

Site Visit: Each month, TJPDC staff conduct site visits to monitor ongoing work across the project area. On April 28, TJPDC staff conducted a site visit to the St. John Family Life & Fitness Center in Albemarle County, identified as one of the historic, African American Rosenwald Schools in Virginia. The building has been recently connected by Firefly for broadband service and Firefly will soon place an outdoor Internet Hotspot at the location.

c. **Blue Ridge Cigarette Tax Board:** Rappahannock County approved a county budget for FY26 that assumes the implementation of a cigarette tax, and will be joining the BRCTB for FY26, bringing the number of localities that are members of the Board to 11.

d. **Legislative:** A final report of legislation adopted by the 2025 General Assembly and signed into law has been distributed throughout the region and also posted on the TJPDC website.

8. Other Business

a. Round Table Discussion by Jurisdiction (Time Permitting)
b. Next Meeting – No July Meeting (unless required)
   August 7, 2025, 7:00 pm

   Items for next meeting:
   i. Virtual Meeting Policy
   ii. Conflict of Interest Policy
   iii. Housing Preservation Grant Pre-Application Approval and Intergovernmental Review (IGR) with Resolution for Approval (pending)
   iv. Area Types for Smart Scale – Rural Areas
   v. DHCD CDBG Regional Priorities (pending)

9. Adjourn

Designates Items to be Voted On
