



**Rappahannock-Rapidan Regional Commission Meeting
August 24, 2022 at 1:00 pm**

**RRRC Board Room
420 Southridge Parkway, Suite 106, Culpeper, VA 22701**

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call & Quorum Determination
4. **Approval of Agenda
5. Public Comment
6. Presentations & Special Recognition
 - a) Regional Transportation Collaborative Update ([Attachment](#))
Kristin Lam Peraza, RRRC
7. Approval of Minutes
 - a) **June 22, 2022 ([Attachment](#))
8. Financial Reports
 - a) FY 2022 Final Unaudited Financial Report ([Attachment](#))
 - b) FY 2023 YTD Financial Report ([Attachment](#))
 - c) Financial Account Summaries ([Attachment](#))
9. Executive Director's Report ([Attachment](#))
10. Staff Updates / Old Business
 - a) RRRC Annual Meeting / Awards
 - b) **Draft Personnel Manual Revisions ([Attachment](#))

11. New Business

- a) **Authorization of FY 2024 Per Capita Dues Rate & Funding Requests ([Attachment](#))
- b) **RRRC Electronic Meetings Policy Amendment ([Attachment](#))
- c) **VA250 Commission / Consideration of Regional Committee ([Attachment](#))
- d) **On-Call General Planning Services Agreement ([Attachment](#))

12. Closed Session (if necessary)

13. Regional Roundtable

14. **Adjournment

**Commission Action Item

NOTE: An Executive Committee meeting will be convened if a quorum is not present.



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 17, 2022
Subject: Regional Transportation Collaborative Update

As you may recall, RRRC leads and manages the work of the region's Mobility Management program. This program has its origins in the 2009 Coordinated Human Services Mobility (CHSM) plan, which recommended the formation of Foothills Area Mobility System (FAMS) partnership.

In the past three years, the FAMS model transformed into the Regional Transportation Collaborative (RTC) in an effort to broaden the activities and impact of the mobility management partners. Kristin Lam Peraza, RRRC's TDM Coordinator and Mobility Manager, will present summary of the RTC impact over the past year, as well as plans for its work over the coming years.

A county-by-county breakdown of various data points over the past 3 years is included here for your information.

REQUESTED ACTION: None required.

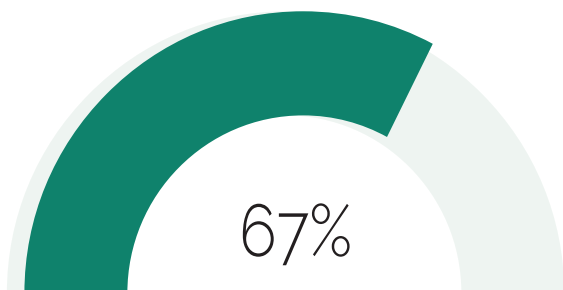
Regional Transportation Collaboration (RTC)

Culpeper Transportation Data Report August 2022

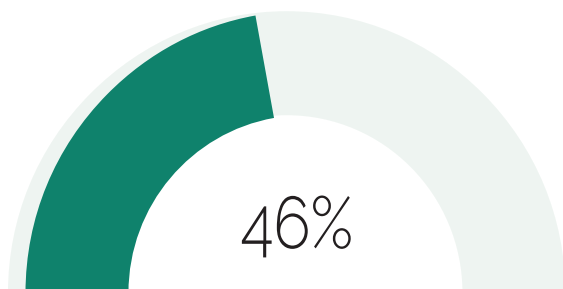


The following 'Culpeper focused' data set has been derived from a forty-month complex data collection effort conducted through the RTC Mobility Center. The RTC Mobility Center, known to the public as the FAMS Call Center, provides mobility service coordination and transportation information/referral through a central/regional access point and phone number. Over the three and a half year service and data collection period, RTC has documented over 2,000 unique clients, 75 stake holders, 275 volunteer drivers, 16k ride requests, and 23k calls.

CLIENTS AGE 55+



CLIENTS WITH A DISABILITY



CLIENT FACTS

- 70% Not Vehicle Owners
- 31% Require In-Wheelchair Transportation

AGE BREAKDOWN

1960-1968
28%

1959-1940
54%

1939-1920
18%

DISABILITY BREAKDOWN

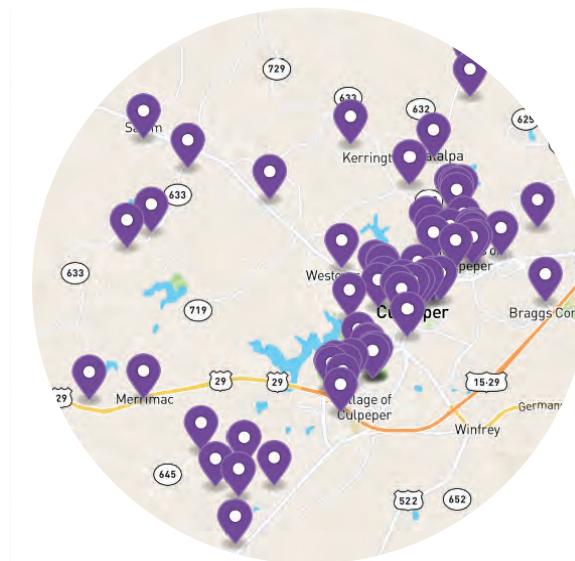
Mental
18%

Physical
68%

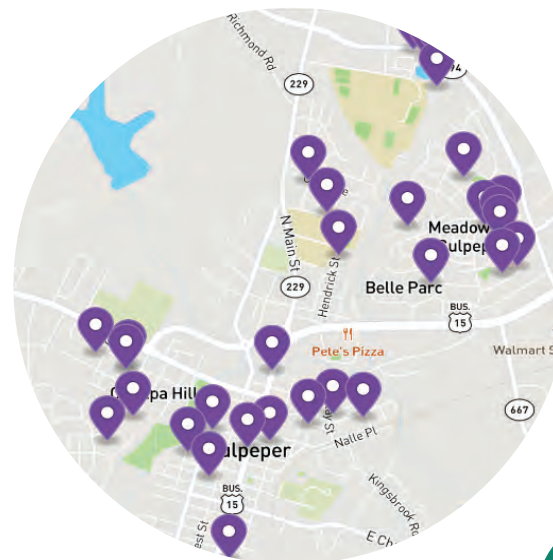
Hearing
5%

Visual
9%

CULPEPER



TOWN OF CULPEPER



TOP CLIENT LOCATIONS

Culpeper
85.9%

Boston
3%

Jeffersonton
2%

Rapidan
2%



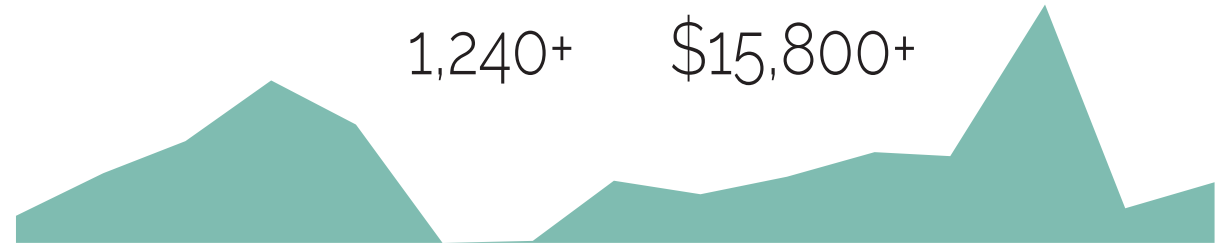
**Client
Data**

RTC Mobility Center averages 50 new clients each month, with some months adding as many as eighty; 66% of clients contact the mobility center only 1 time, 44% of clients are repeat customers, of which, 8% experience chronic needs resulting in more than two calls on average per month.

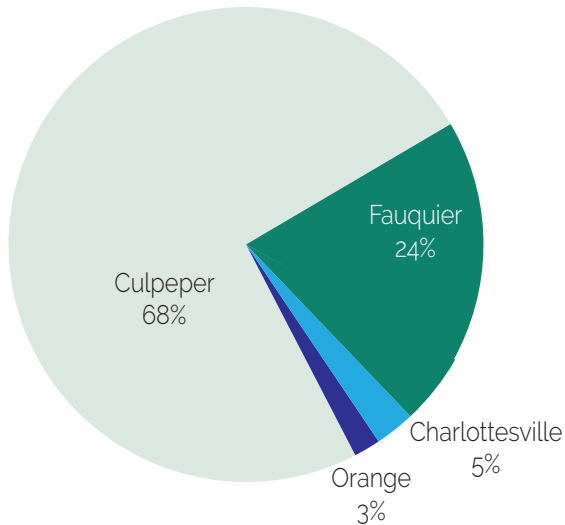
CALL FACTS

- 4.5k Culpeper Calls
- 16% Required Follow-up Calls
- 6% Call for Public Transit Route Info
- 8% Referred to Public Transit
- 28% Referred for Gas Cards

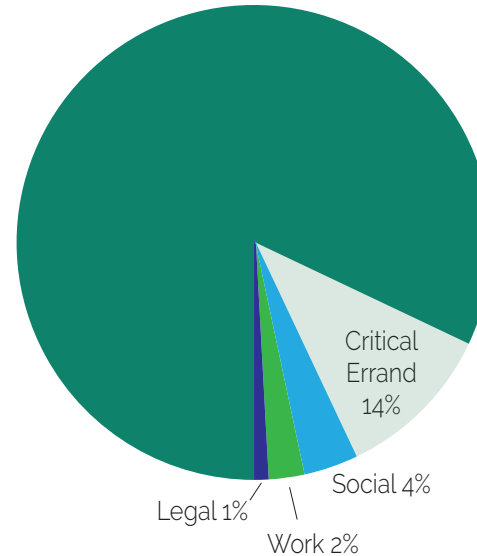
GAS CARD DISTRIBUTION OVER TIME



TOP RIDE REQUEST DESTINATIONS



TRAVEL REASONS



TOP MEDICAL REASONS

- Physical Therapy
- General Healthcare
- Follow Up Care
- Pulmonary
- Eye
- Mental Health

2 Community Programs
Comprising of
Approximately 80
Volunteer Drivers
Service Culpeper

RIDES BY DISTANCE

- 22% Less Than 10 Miles
- 71% Between 10-50 Miles
- 7% Greater Than 50 Miles

RIDES FACTS

- 3.2k Volunteer Ride Requests
- 60% Rides Given
- 40% Requests Unable to Be Met



RTC Mobility Center has doubled its capacity each year since its inception in 2020; bringing the total Mobility Coordinators to 4 and Collaborative Team staff to 13 spanning across four agencies. Funding has diversified and increased to on average 6+ grants annually and an estimated total budget of 750k in FY23.

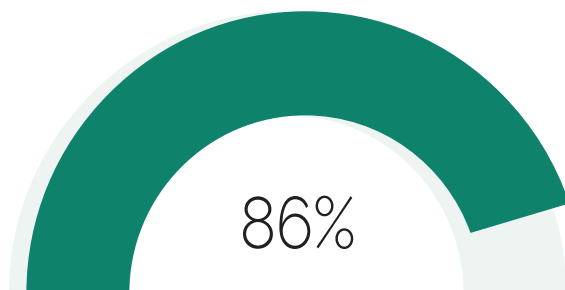
Regional Transportation Collaboration (RTC)

Fauquier Transportation Data Report August 2022



The following 'Fauquier focused' data set has been derived from a forty-month complex data collection effort conducted through the RTC Mobility Center. The RTC Mobility Center, known to the public as the FAMS Call Center, provides mobility service coordination and transportation information/referral through a central/regional access point and phone number. Over the three and a half year service and data collection period, RTC has documented over 2,000 unique clients, 75 stake holders, 275 volunteer drivers, 16k ride requests, and 23k calls.

CLIENTS AGE 55+



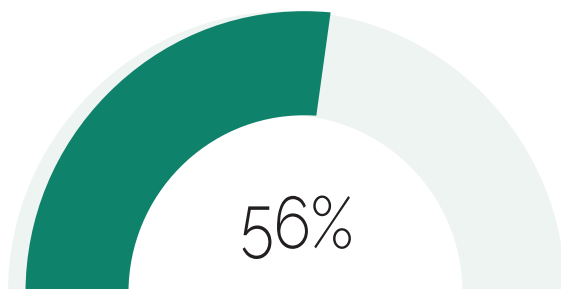
AGE BREAKDOWN

1960-1968
18%

1959-1940
60%

1939-1920
22%

CLIENTS WITH A DISABILITY



DISABILITY BREAKDOWN

Mental
13%

Physical
68%

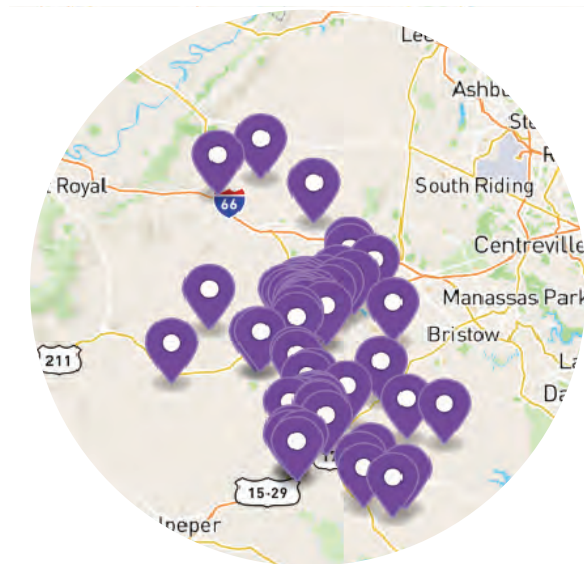
Hearing
6%

Visual
13%

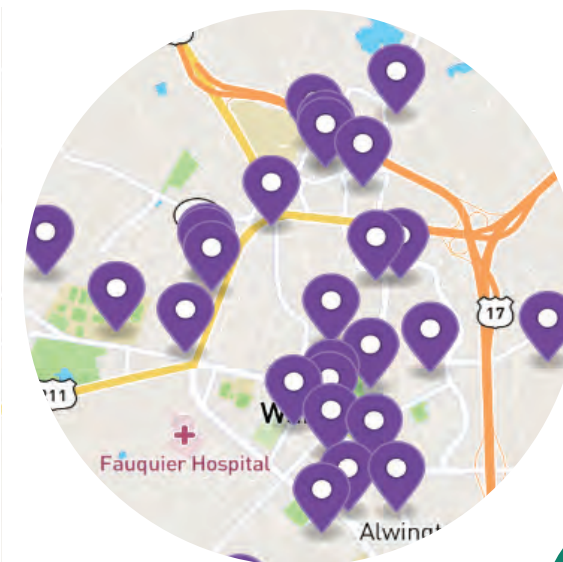
CLIENT FACTS

- 44% Not Vehicle Owners
- 7% Require In-Wheelchair Transportation

FAUQUIER



TOWN OF WARRENTON



TOP CLIENT LOCATIONS

Warrenton
58.4%

Bealeton
13.1%

Marshall
6.5%

Catlett
5.5%

Midland
3.8%

Remington
3.2%

Sumerduck
2.2%

The Plains
2%



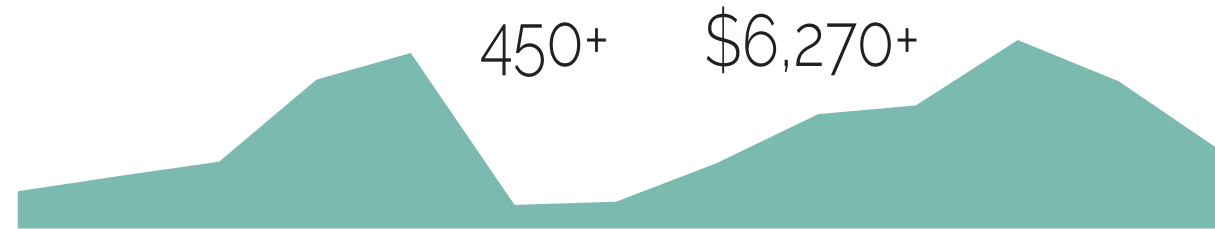
**Client
Data**

RTC Mobility Center averages 50 new clients each month, with some months adding as many as eighty; 66% of clients contact the mobility center only 1 time, 44% of clients are repeat customers, of which, 8% experience chronic needs resulting in more than two calls on average per month.

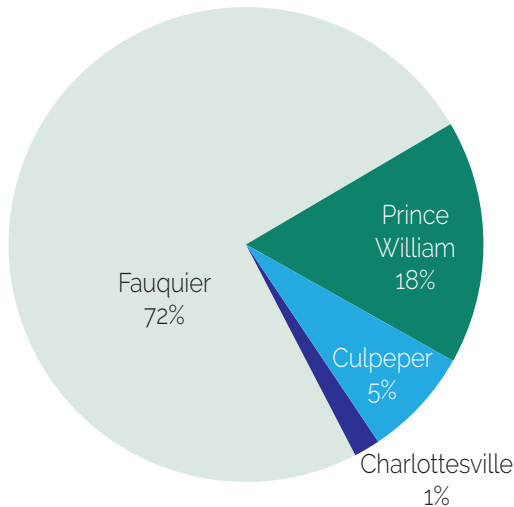
CALL FACTS

- 6k Fauquier Calls
- 19% Required Follow-up Calls
- 2% Call for Public Transit Route Info
- 3% Referred to Public Transit
- 6% Referred for Gas Cards

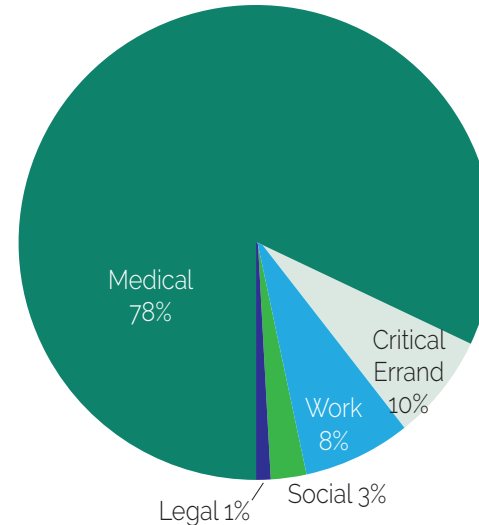
GAS CARD DISTRIBUTION OVER TIME



TOP RIDE REQUEST DESTINATIONS



TRAVEL REASONS



TOP MEDICAL REASONS

- General Healthcare
- Physical Therapy
- Follow Up Care
- Dialysis
- Eye
- Dental

RIDES BY DISTANCE

- 53% Less Than 10 Miles
- 32% Between 10-50 Miles
- 15% Greater Than 50 Miles

RIDES FACTS

- 6.5k Volunteer Ride Requests
- 66% Rides Given
- 34% Requests Unable to Be Met

2 Community Programs
Comprising of
Approximately 80
Volunteer Drivers
Service Fauquier



RTC Mobility Center has doubled its capacity each year since its inception in 2020; bringing the total Mobility Coordinators to 4 and Collaborative Team staff to 13 spanning across four agencies. Funding has diversified and increased to on average 6+ grants annually and an estimated total budget of 750k in FY23.

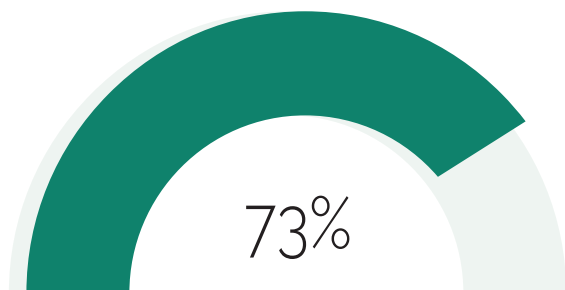
Regional Transportation Collaboration (RTC)

Madison Transportation Data Report August 2022

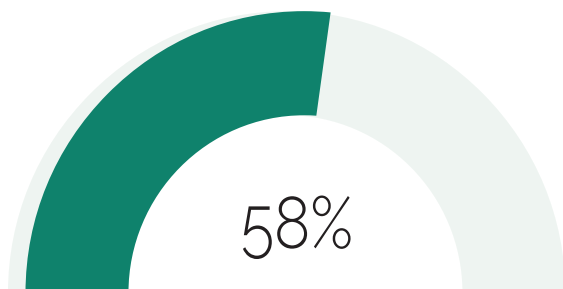


The following 'Madison focused' data set has been derived from a forty-month complex data collection effort conducted through the RTC Mobility Center. The RTC Mobility Center, known to the public as the FAMS Call Center, provides mobility service coordination and transportation information/referral through a central/regional access point and phone number. Over the three and a half year service and data collection period, RTC has documented over 2,000 unique clients, 75 stake holders, 275 volunteer drivers, 16k ride requests, and 23k calls.

CLIENTS AGE 55+



CLIENTS WITH A DISABILITY



CLIENT FACTS

- 60% Not Vehicle Owners
- 38% Require In-Wheelchair Transportation

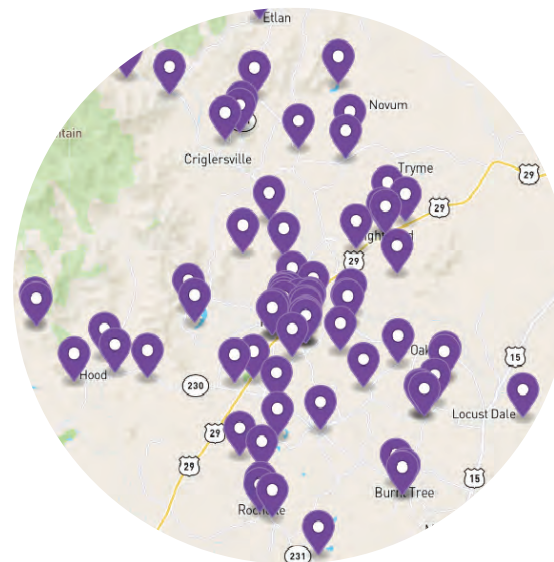
AGE BREAKDOWN

- 1960-1968 30%
- 1959-1940 43%
- 1939-1920 27%

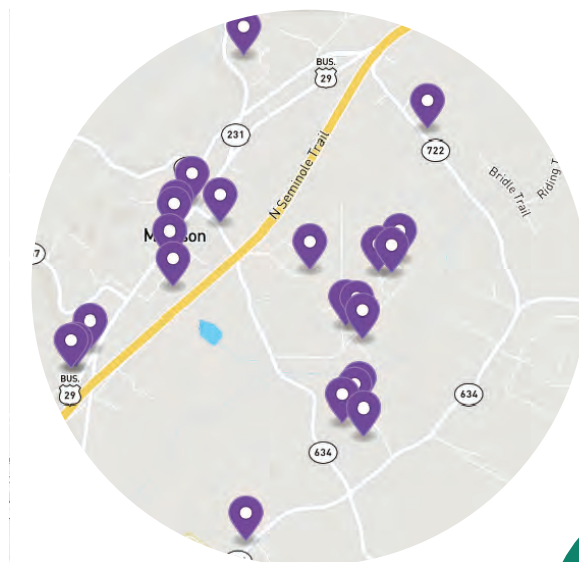
DISABILITY BREAKDOWN

- Mental 14%
- Physical 63%
- Hearing 12%
- Visual 11%

MADISON



TOWN OF MADISON



TOP CLIENT LOCATIONS

- Madison 65%
- Rochelle 6%
- Brightwood 5%
- Aroda 3%
- Etlan 2%

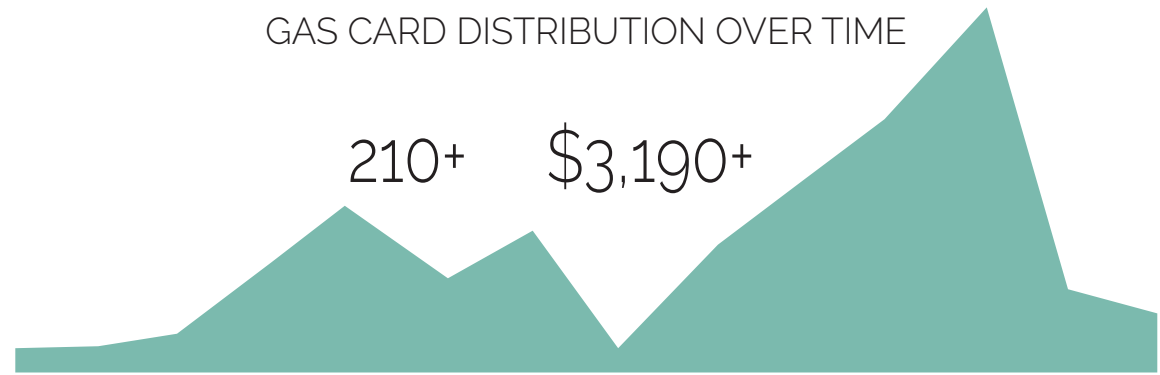


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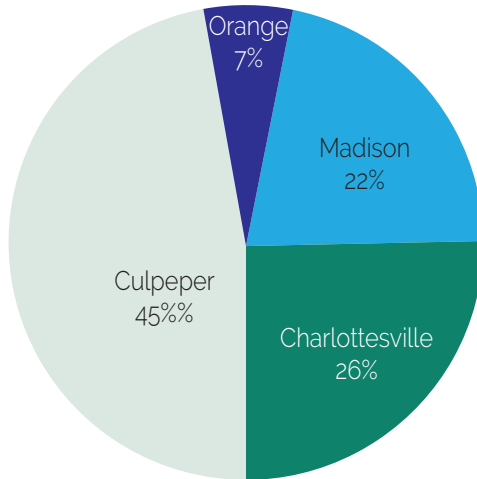
CALL FACTS

- 1k Madison Calls
- 25% Required Follow-up Calls
- 2% Call for Public Transit Route Info
- 1% Referred to Public Transit
- 26% Referred for Gas Cards

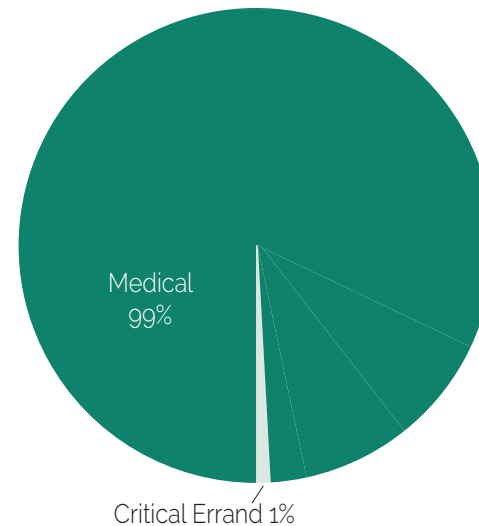
GAS CARD DISTRIBUTION OVER TIME



TOP RIDE REQUEST DESTINATIONS



TRAVEL REASONS



TOP MEDICAL REASONS

- General Healthcare
- Physical Therapy
- Eye
- Cardiac
- Podiatry
- Cancer Treatments

1 Community Program
Comprising of
Approximately 30
Volunteer Drivers
Service Madison

RIDES BY DISTANCE

- 8% Less Than 10 Miles
- 67% Between 10-50 Miles
- 25% Greater Than 50 Miles

RIDES FACTS

- 750 Volunteer Ride Requests
- 44% Rides Given
- 56% Requests Unable to Be Met



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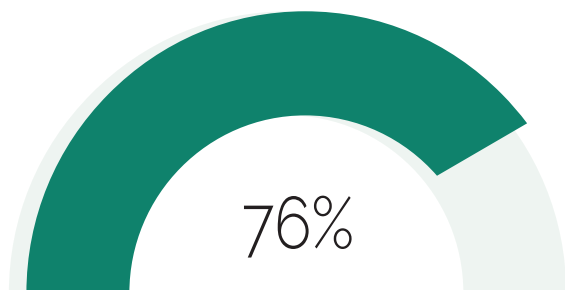
Regional Transportation Collaboration (RTC)

Orange Transportation Data Report August 2022



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CLIENTS AGE 55+



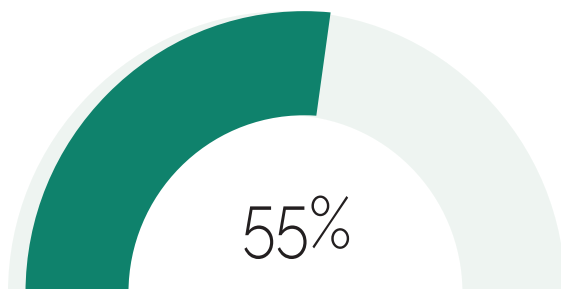
AGE BREAKDOWN

1960-1968
23%

1959-1940
59%

1939-1920
18%

CLIENTS WITH A DISABILITY



DISABILITY BREAKDOWN

Mental
13%

Physical
71%

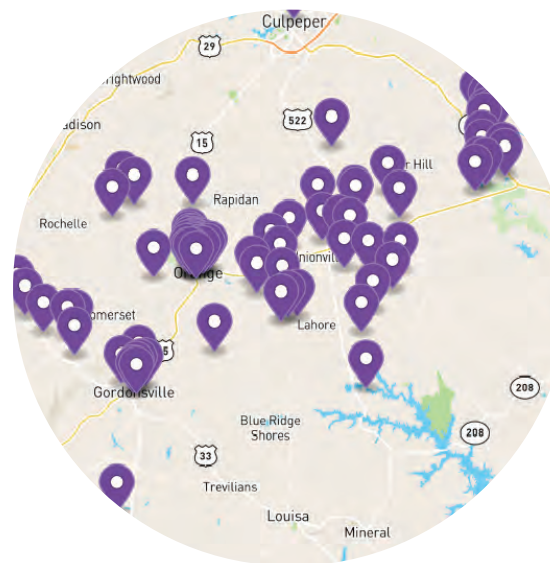
Hearing
7%

Visual
10%

CLIENT FACTS

- 61% Not Vehicle Owners
- 72% Require In-Wheelchair Transportation

ORANGE



TOP CLIENT LOCATIONS

Orange
47%

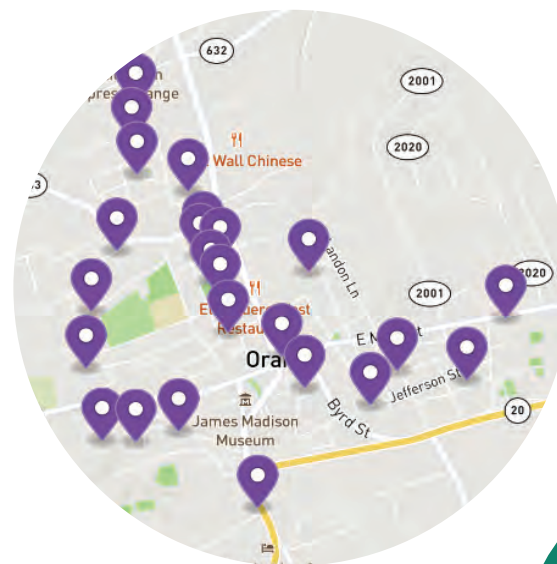
Locust
Grove
24%

Gordonsville
12%

Unionville
8%

Barboursville
7%

TOWN OF ORANGE

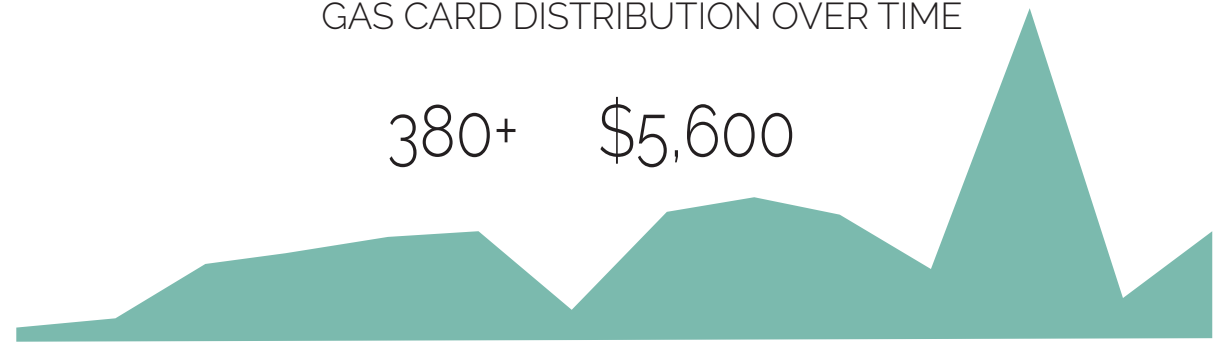


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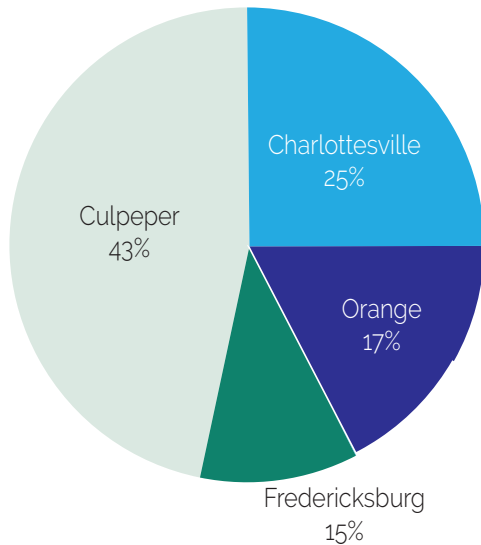
CALL FACTS

- 2.5k Orange Calls
- 21% Required Follow-up Calls
- 2% Call for Public Transit Route Info
- 2% Referred to Public Transit
- 19% Referred for Gas Cards

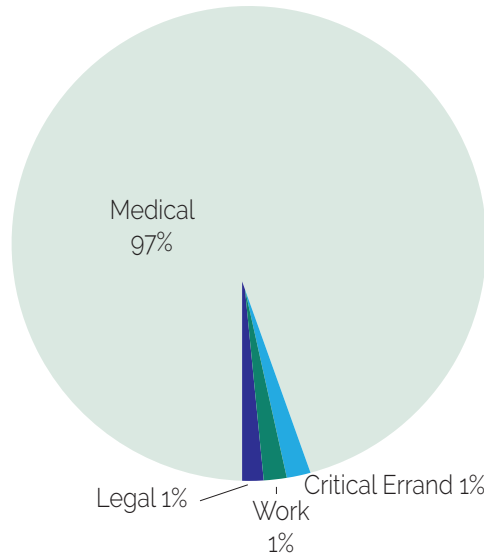
GAS CARD DISTRIBUTION OVER TIME



TOP RIDE REQUEST DESTINATIONS



TRAVEL REASONS



TOP MEDICAL REASONS

- General Healthcare
- Follow Up Care
- Dental
- Cancer Treatments
- Mental Health
- Physical Therapy

2 Community Programs
Comprising of
Approximately 100
Volunteer Drivers
Service Orange

RIDES BY DISTANCE

- 3% Less Than 10 Miles
- 75% Between 10-50 Miles
- 22% Greater Than 50 Miles

RIDES FACTS

- 2.2k Volunteer Ride Requests
- 58% Rides Given
- 42% Requests Unable to Be Met



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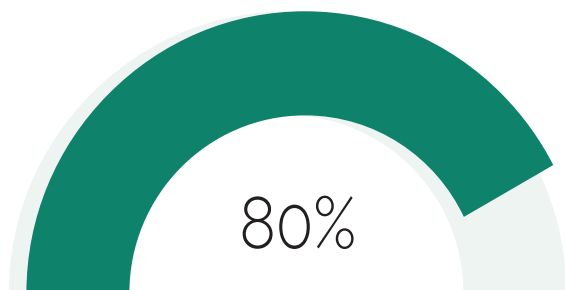
Regional Transportation Collaboration (RTC)

Rappahannock Transportation Data Report August 2022

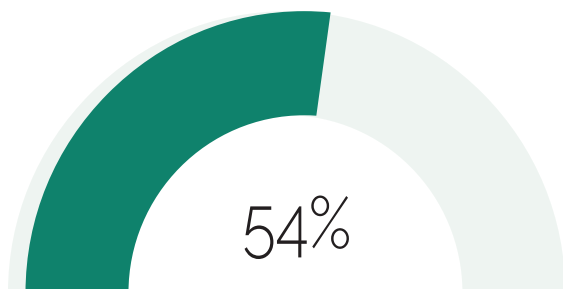


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CLIENTS AGE 55+



CLIENTS WITH A DISABILITY



CLIENT FACTS

- 37% Not Vehicle Owners
- 97% Require In-Wheelchair Transportation

AGE BREAKDOWN

1960-1968
16%

1959-1940
62%

1939-1920
22%

DISABILITY BREAKDOWN

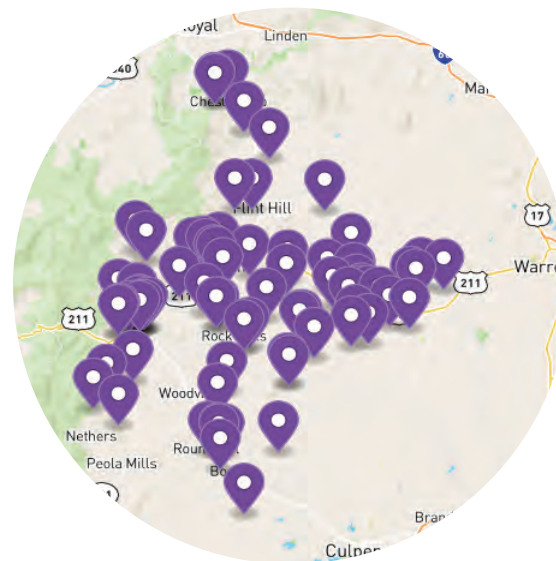
Mental
13%

Physical
80%

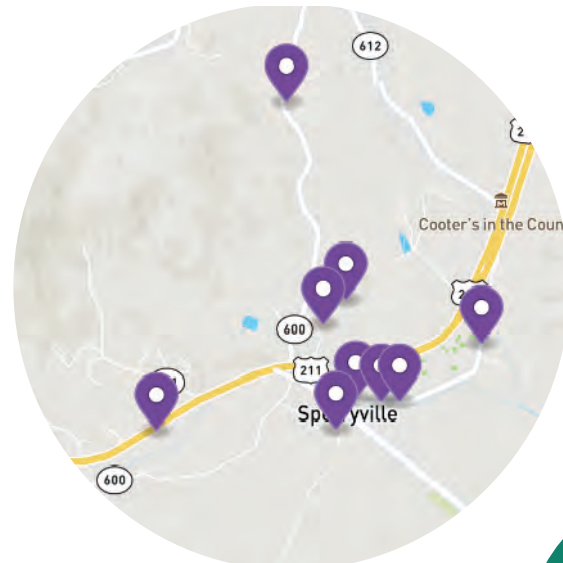
Hearing
4%

Visual
3%

RAPPAHANNOCK



Sperryville



TOP CLIENT LOCATIONS

Amissville
29%

Sperryville
19%

Washington
14%

Castleton
11%

Boston
8%

Chester Gap
5%

Woodville
4%

Huntly
3%

Flint Hill
3%

**Client
Data**

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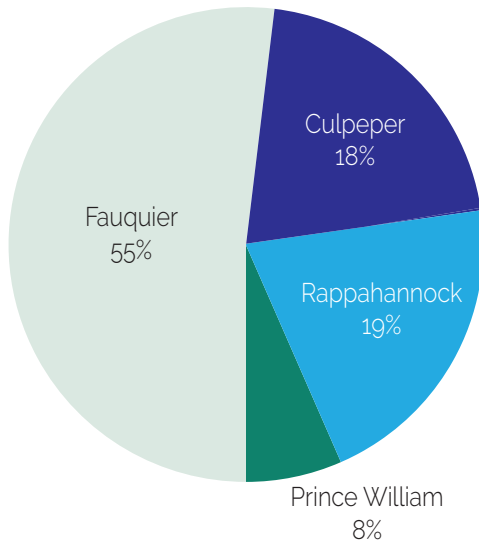
CALL FACTS

- 2.5k Rappahannock Calls
- 14% Required Follow-up Calls
- 1% Call for Public Transit Route Info
- 0% Referred to Public Transit
- 5% Referred for Gas Cards

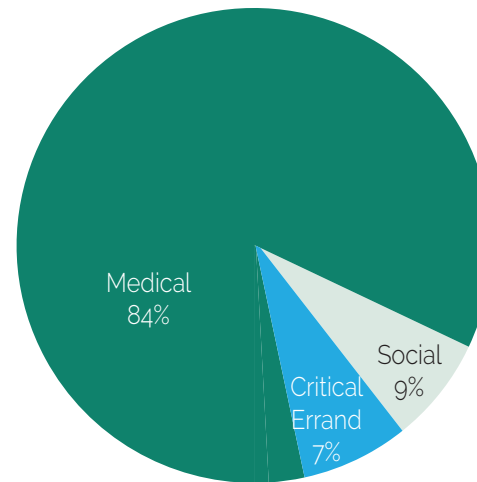
GAS CARD DISTRIBUTION OVER TIME



TOP RIDE REQUEST DESTINATIONS



TRAVEL REASONS



TOP MEDICAL REASONS

- Dialysis
- General Healthcare
- Physical Therapy
- Dental
- Follow Up Care
- Wound Treatment

3 Community Programs
Comprising of
Approximately 110
Volunteer Drivers
Service Rappahannock

RIDES BY DISTANCE

- 2% Less Than 10 Miles
- 90% Between 10-50 Miles
- 8% Greater Than 50 Miles

RIDES FACTS

- 3.1k Volunteer Ride Requests
- 81% Rides Given
- 19% Requests Unable to Be Met



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YOU & (1) GUEST ARE INVITED TO THE

Regional Volunteer Driver Annual Recognition Event

**TRUSTED
COMMUNITY
PARTNER**

REGIONAL
TRANSPORTATION
COLLABORATIVE

**Please Join Us to Celebrate the Local
Volunteers Making a Difference in our Community!**

**WEDNESDAY, SEPTEMBER 14TH
5:30 PM - 8:30 PM
OLD HOUSE VINEYARDS
18351 CORKYS LN, CULPEPER, VA 22701**

The winery is easily accessible from Route 3 or Route 29.
Parking will be available with ADA access. **In case of inclement weather, this event will be moved indoors at the same location.*

Wine or Beer from:
Old House Vineyard & Brewery
*(*Cash Bar available after first drink.)*

Non-Alcoholic Drinks from:
Central Kitchen

Dinner from:
Little Lady Grill
Mrs. Barbara's Soul Food on Wheels
Uncle Bob and Sweet T's BBQ
*(*Vegetarian Options Available)*

Please
RSVP
by 9/02/2022

SCAN



or

VISIT

<https://www.surveymonkey.com/r/EventTCP>

or

EMAIL

eventTCP@gmail.com



Rappahannock Rapidan Regional Commission
June 22, 2022 Regular Meeting
Warrenton-Fauquier Airport, Midland, VA

MINUTES

	Culpeper County		Town of Culpeper
X	Gary Deal	X	Chris Hively
	John Egertson	X	Meaghan E. Taylor, Chair
	Fauquier County		Town of Gordonsville
X	Christopher T. Butler	X	Robert K. Coiner
X	Paul S. McCulla, Vice-Chair		Town of Madison
	Madison County		William Lamar
	R. Clay Jackson		Town of Orange
	Jonathon Weakley	X	Martha Roby
	Orange County	X	Greg Woods, Treasurer
X	James P. Crozier		Town of Remington
X	Theodore Voorhees		Evan H. 'Skeet' Ashby
	Rappahannock County		Town of The Plains
	Garrey W. Curry, Jr.		Lori B. Sisson
X	Debbie Donehey		Town of Warrenton
		X	Brandie Schaeffer
		X	William T. Semple II
			Town of Washington
			Frederic Catlin

Staff Present: Liz Beling, Monica Creel, Jennifer Little, Michelle Edwards, Patrick Mauney, Terry Snead

1. Call to Order

Chair Taylor called meeting to order at 1:01 p.m. She thanked Commissioners Butler and McCulla for hosting today's meeting and organizing tours of the facility before and after the meeting.

2. Pledge of Allegiance

Chair Taylor led Commissioners in the Pledge of Allegiance.

3. Roll Call & Quorum Determination

A quorum of the Commission was confirmed.

Commissioners also wished Mr. McCulla well on his upcoming retirement in June 2023 and thanked Ms. Schaeffer for her service to the Commission upon her resignation as Warrenton Town Manager in July.

4. Agenda Approval

Upon motion by J Crozier, 2nd by D Donehey, the agenda was approved ayes all.

5. Public Comment

There were no comments from the public.

6. Presentations and Special Recognition

Chair Taylor welcomed Michelle Edwards, RRRC Environmental Programs Manager. Ms. Edwards presented information from the Chesapeake Bay Program's Local Leadership Workgroup. A copy of the presentation slides is included with the minutes.

Commissioners discussed various co-benefits and obstacles to watershed implementation projects, the importance of balancing costs with source of funds, and how to measure progress with the overall pollution reduction requirements.

Chair Taylor thanked Ms. Edwards for her presentation.

7. Approval of Minutes

a) April 27, 2022

Chair Taylor presented the minutes from the April 27th RRRC meeting. J Crozier moved to approve as presented, 2nd by D Donehey. The motion carried.

8. Financial Reports

a) FY 2022 Year to Date Financial Report & Budget Amendments

Chair Taylor asked P Mauney to review the financial reports. P Mauney noted that revenues and expenses remained in line with the amended budget through May 31st.

9. Executive Director's Report

Chair Taylor asked P Mauney to review the Director's report. P Mauney shared that De Anderson has rejoined the Commission as Coordinated Entry Specialist, and that there are two current vacancies that will hopefully be filled by late Summer.

He reviewed upcoming changes to water supply planning based on revised state regulatory guidance, noting that the RRRC region is identified as one water supply planning region, but that each County and their respective incorporated towns have previously completed water supply planning at the local level.

He also noted that the Commission's email newsletter was relaunched in June and would go out monthly moving forward, shared that he anticipated an award notification for the Comprehensive Economic Development Strategy in July, and thanked Mayor Roby and Mr. Woods from the Town of Orange for inviting him to represent RRRC at the Town's recent Sesquicentennial.

10. Staff Updates

a) Regional Housing Program update

Chair Taylor asked P Mauney and Jennifer Little to review the status of the Regional Housing Program. J Little reviewed feedback received from local government planning staff regarding their needs and how the Commission may help them with local housing efforts. She indicated that there was a strong desire for resource and material development related to housing best practices, ongoing data compilation and tracking,

and programmatic information. Staff will continue to follow up with a Regional Housing Strategy that supports local needs.

Chair Taylor thanked Ms. Little for the information.

b) Farm to School Program Year One Report

Chair Taylor asked Elizabeth Beling to present information on the first year of the Farm to School program. E Beling shared data and statistics from school nutrition programs as to the overall benefits of the program, as well as a summary of the various outreach activities that were undertaken in year one. Commissioners noted differences between localities in terms of spending on local food, and discussed opportunities for continued growth of the program along with requests to provide useful data comparisons across counties.

Chair Taylor thanked Ms. Beling for her work over the past year.

c) By-Laws Amendments – Second Reading

Chair Taylor stated that the Commission requested staff to review and present bylaws amendments related to quorum, and also for gender references in the current bylaws, and that the first reading was held in April and the Commission could adopt the amended bylaws today. She asked for any additional questions for staff.

P McCulla moved to adopt the amended By-Laws, 2nd by J Crozier. The motion was approved ayes all.

11. New Business

a) Resolutions Authorizing Smart Scale Round Five Funding Applications by RRRC and from local governments

Chair Taylor asked P Mauney to review the Smart Scale resolutions. P Mauney stated that the first resolution included a project for which Fauquier County requested the Commission serve as the project application, and that the second resolution was for all projects anticipated to be submitted by local governments. The Commission must consider support for projects on Corridors of Statewide Significance and, historically, has offered support for all locally-submitted projects.

J Crozier moved to approve the Resolutions of Support, 2nd by M Roby. The motion carried ayes all.

b) Intergovernmental Review Request – Mid-Atlantic Broadband Middle Mile Fiber project

Chair Taylor presented item 12B and asked P Mauney to review the intergovernmental review process and the Commission's role. P Mauney noted that staff receives intergovernmental review requests on a regular basis, most commonly related to requests for federal funding or for environmental review of projects. When a project impacts a single jurisdiction, staff reaches out to the Commissioners from that jurisdiction. When a project impacts multiple jurisdictions, the item is included for Commission review, but generally comments or approval are not required. He stated

that the Commission can take action, but is not required to do so today.

c) Draft Personnel Manual

Chair Taylor asked P Mauney and T Snead to review the draft personnel policies, noting that no action was requested today. P Mauney thanked T Snead for taking the lead on development of the policies, which were much needed and a full revision of the existing policies. He stated that the policies were shared with staff members and that internal review would continue through July, and that he welcomed any questions or comments from Commissioners during that time. He anticipated a request to approve the manual in August.

d) FY 2023 Draft Budget

Chair Taylor reminded the Commission that the draft budget was presented in April and asked P Mauney to provide brief comments. P Mauney stated that there were no changes to revenues and expenses from April, although he anticipates the budget to be amended during FY 2023 based on additional revenues and spending trends during the year.

J Crozier moved to approve the FY 2023 budget, 2nd by R Coiner. The motion carried ayes all.

12. Closed Session

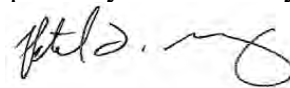
13. Regional Roundtable

Commission members shared information of note from their communities.

14. Adjournment

Upon motion by R Coiner, 2nd by D Donehey, Chair Taylor adjourned the meeting at 3:04 p.m.

Respectfully Submitted by:



Patrick L. Mauney
Secretary & Executive Director



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 16, 2022
Subject: FY 2022 Final Unaudited Revenues & Expenditures

Final FY 2022 Revenue and Expenditure reports through June 30, 2022 are enclosed for your review. These reports are subject to RRRC's annual audit process. Auditors from Dunham Aukamp and Rhodes PLC will be in the office on Tuesday, August 23rd as part of their review and we anticipate the draft audit to be available at the October Commission meeting.

Revenues for the fiscal year finished at 98.2% of budgeted revenues based on the amended budget. Expenses at the end of the fiscal year were 93.5% of the amended budget. As previously referenced, there were several projects with lower than budgeted expenses due to direction received from State and Federal granting agencies. In addition, non-payroll and benefit operating expenses came in under budget, although we anticipate these line items to return to pre-COVID levels as in-person engagement increases.

REQUESTED ACTION: None required.

Rappahannock-Rapidan Regional Commission
FY 2022 Unaudited Revenues - 6/30/2022

Budget Items	FY 2022 Budget	Adjustments	Adjusted Budget	July	August	September	October	November	December	January	February	March	April	May	June	YTD Actual	YTD %
Revenues																	
Dues:																	
Culpeper County	\$ 27,589.00		\$ 27,589.00		\$ 27,589.20											\$ 27,589.20	100.0%
Fauquier County	\$ 49,677.00		\$ 49,677.00			\$ 24,838.58						\$ 24,838.58				\$ 49,677.16	100.0%
Madison County	\$ 10,833.00		\$ 10,833.00	\$ 10,833.16												\$ 10,833.16	100.0%
Orange County	\$ 24,892.00		\$ 24,892.00	\$ 24,891.70												\$ 24,891.70	100.0%
Rappahannock County	\$ 5,915.00		\$ 5,915.00	\$ 5,915.41												\$ 5,915.41	100.0%
Town of Culpeper	\$ 15,454.00		\$ 15,454.00	\$ 15,453.77												\$ 15,453.77	100.0%
Town of Gordonsville	\$ 1,332.00		\$ 1,332.00	\$ 1,332.15												\$ 1,332.15	100.0%
Town of Madison	\$ 202.00		\$ 202.00	\$ 201.69												\$ 201.69	99.8%
Town of Orange	\$ 4,191.00		\$ 4,191.00	\$ 4,190.67												\$ 4,190.67	100.0%
Town of The Plains	\$ 194.00		\$ 194.00			\$ 194.22										\$ 194.22	100.1%
Town of Remington	\$ 541.00		\$ 541.00	\$ 541.16												\$ 541.16	100.0%
Town of Warrenton	\$ 8,248.00		\$ 8,248.00	\$ 8,247.71												\$ 8,247.71	100.0%
Town of Washington	\$ 104.00		\$ 104.00	\$ 103.75												\$ 103.75	99.8%
Interest Income	\$ 300.00		\$ 300.00	\$ 17.09	\$ 17.60	\$ 17.75	\$ 20.20	\$ 19.82	\$ 23.06	\$ 26.60	\$ 29.04	\$ 54.21	\$ 83.95	\$ 155.48	\$ 233.49	\$ 698.29	232.8%
Other Income	\$ 1,000.00		\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 101.50	\$ 201.50	\$ 159.63	\$ 100.00	\$ 380.00	\$ 100.00	\$ 68.34	\$ 1,110.12	\$ 222.42	\$ 278.44	\$ 2,921.95	292.2%
AARP Community Challenge Grant	\$ 25,000.00		\$ 25,000.00		\$ 25,000.00											\$ 25,000.00	100.0%
DEQ Chesapeake Bay PDC Capacity	\$ 58,000.00		\$ 58,000.00										\$ 58,000.00			\$ 58,000.00	100.0%
DRPT Mobility Management Grant	\$ 244,765.00	\$ (70,000.00)	\$ 174,765.00	\$ 6,955.00	\$ 7,030.00		\$ 22,656.00	\$ 14,872.00		\$ 10,737.00	\$ 3,614.00	\$ 32,970.00	\$ 15,421.00	\$ 36,396.00	\$ 11,465.00	\$ 162,116.00	92.8%
NFWF Chesapeake Bay Grant	\$ 200,000.00	\$ (182,000.00)	\$ 18,000.00					\$ 3,934.35				\$ 13,955.47				\$ 17,889.82	99.4%
No Kid Hungry VA Farm to School Grant	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00												\$ 25,000.00	100.0%
PATH Farm to School Grant	\$ 30,000.00		\$ 30,000.00	\$ 30,000.00												\$ 30,000.00	100.0%
PATH Mobility Management/Transportation	\$ 150,000.00	\$ 47,500.00	\$ 197,500.00	\$ 2,500.00		\$ 190,000.00			\$ 2,500.00	\$ 2,500.00				\$ 1,000.00	\$ 10,000.00	\$ 208,500.00	105.6%
Redistricting Income	\$ -	\$ 4,500.00	\$ 4,500.00											\$ 3,923.18	\$ 1,985.13	\$ 5,908.31	131.3%
Regional Housing	\$ 48,604.00		\$ 48,604.00	\$ 25,301.39	\$ 9,160.08	\$ 7,093.31						\$ 7,049.90				\$ 48,604.68	100.0%
Regional Tourism	\$ 7,500.00		\$ 7,500.00	\$ 5,600.00		\$ 300.00		\$ 1,400.00				\$ 295.40				\$ 7,595.40	101.3%
Rideshare Program	\$ 133,265.00	\$ (20,000.00)	\$ 113,265.00	\$ 7,116.00	\$ 6,707.00	\$ 8,018.00	\$ 7,230.00	\$ 10,508.00			\$ 15,105.00	\$ 7,882.00	\$ 7,274.00	\$ 8,966.00	\$ 17,319.00	\$ 96,125.00	84.9%
RTAP Income	\$ -	\$ 5,338.00	\$ 5,338.00							\$ 3,137.00	\$ 2,201.00					\$ 5,338.00	100.0%
Rural Transportation Planning	\$ 58,000.00		\$ 58,000.00		\$ 15,277.00			\$ 11,957.62			\$ 14,807.81			\$ 15,039.20		\$ 57,081.63	98.4%
State Regional Planning Grant	\$ 89,971.00		\$ 89,971.00						\$ 44,985.50	\$ 22,492.75				\$ 22,492.75		\$ 89,971.00	100.0%
Town of Washington Pass Through		\$ 19,000.00	\$ 19,000.00								\$ 19,000.00					\$ 19,000.00	100.0%
VDEM Wildfire Analysis Grant	\$ 12,826.00		\$ 12,826.00													\$ -	0.0%
Virginia Housing PDC Development Program	\$ 60,000.00	\$ 6,500.00	\$ 66,500.00				\$ 20,000.00					\$ 28,352.37		\$ 18,154.18		\$ 66,506.55	100.0%
VHSP Grant	\$ 84,500.00		\$ 84,500.00			\$ 10,689.33			\$ 19,107.55	\$ 14,571.91		\$ 14,084.05			\$ 32,797.16	\$ 91,250.00	108.0%
VTCW Grant	\$ -	\$ 6,749.50	\$ 6,749.50									\$ 6,749.50				\$ 6,749.50	100.0%
Total Revenue	\$ 1,377,903.00	\$ (182,412.50)	\$ 1,195,490.50	\$ 174,300.65	\$ 90,880.88	\$ 241,252.69	\$ 50,107.70	\$ 42,851.42	\$ 66,716.11	\$ 53,845.26	\$ 54,856.85	\$ 136,299.82	\$ 81,889.07	\$ 106,349.21	\$ 74,078.22	\$ 1,173,427.88	98.2%

Rappahannock-Rapidan Regional Commission
FY 2022 Unaudited Expenditures - 6/30/2022

Budget Items	FY 2022 Budget	Adjustments	Adjusted Budget	July	August	September	October	November	December	January	February	March	April	May	June	YTD Actual	YTD %
Expenditures																	
Advertising	\$ 1,000.00		\$ 1,000.00	\$ 70.00							\$ 290.40			\$ 130.00	\$ 97.51	\$ 587.91	58.8%
Annual Meeting/Workshops/Meetings	\$ 5,000.00		\$ 5,000.00		\$ 500.00		\$ 2,868.17		\$ 649.37		\$ 300.00		\$ 169.90		\$ 239.76	\$ 4,727.20	94.5%
Audit/Legal	\$ 5,000.00		\$ 5,000.00						\$ 4,100.00							\$ 4,100.00	82.0%
Equipment/Software	\$ 10,000.00		\$ 10,000.00	\$ 64.98	\$ 824.96	\$ 6,594.56	\$ 27.98	\$ 87.98	\$ 27.98	\$ 38.37	\$ 178.98	\$ 174.98	\$ 934.96	\$ 1,414.99	\$ 14.99	\$ 10,385.71	103.9%
FICA	\$ 36,720.00		\$ 36,720.00	\$ 2,314.62	\$ 2,371.45	\$ 2,509.53	\$ 4,124.93	\$ 2,678.21	\$ 2,670.58	\$ 2,696.21	\$ 2,687.59	\$ 2,692.82	\$ 4,054.70	\$ 2,926.08	\$ 2,343.21	\$ 34,069.93	92.8%
Health & Dental	\$ 75,000.00		\$ 75,000.00	\$ 5,174.16	\$ 5,174.16	\$ 5,174.16	\$ 4,936.18	\$ 4,936.18	\$ 5,578.78	\$ 5,578.78	\$ 5,578.78	\$ 5,578.78	\$ 5,578.78	\$ 4,293.58	\$ 5,341.84	\$ 62,924.16	83.9%
Meals	\$ 2,500.00		\$ 2,500.00	\$ 132.69	\$ 338.69				\$ 0.49	\$ 88.54		\$ 26.78	\$ 12.84	\$ 30.40	\$ 113.55	\$ 743.98	29.8%
Membership Dues	\$ 4,500.00		\$ 4,500.00	\$ 225.16	\$ 3,800.00	\$ 400.00										\$ 4,425.16	98.3%
Miscellaneous	\$ 500.00		\$ 500.00	\$ 50.54	\$ 95.23							\$ 110.12	\$ 122.42	\$ 219.54		\$ 597.85	119.6%
Mortgage	\$ 23,916.00		\$ 23,916.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 1,993.00	\$ 23,916.00	100.0%
Office & P.O. Liability Insurance	\$ 1,350.00		\$ 1,350.00	\$ 1,368.00												\$ 1,368.00	101.3%
Office Maintenance	\$ 10,000.00		\$ 10,000.00	\$ 491.40	\$ 400.00	\$ 635.04	\$ 817.76		\$ 625.00	\$ 1,146.60		\$ 380.00	\$ 1,316.96	\$ 200.00	\$ 200.00	\$ 6,212.76	62.1%
Payroll Expenses	\$ 480,000.00		\$ 480,000.00	\$ 32,439.82	\$ 33,182.43	\$ 34,987.39	\$ 55,614.32	\$ 36,702.87	\$ 36,679.11	\$ 37,003.34	\$ 36,890.79	\$ 36,959.04	\$ 54,701.19	\$ 39,866.04	\$ 32,480.93	\$ 467,507.27	97.4%
Postage	\$ 500.00		\$ 500.00	\$ 2.60	\$ 55.00	\$ 8.45	\$ 58.00	\$ 10.34	\$ 17.65		\$ 8.70		\$ 65.20	\$ 9.45	\$ 58.00	\$ 293.39	58.7%
Printing	\$ 3,000.00		\$ 3,000.00	\$ 70.00	\$ 25.86	\$ 79.34	\$ 46.24	\$ 299.49	\$ 8.49	\$ 111.02	\$ 22.56	\$ 68.46	\$ 47.01	\$ 120.27	\$ 30.70	\$ 929.44	31.0%
Reserve	\$ -		\$ -													\$ -	0.0%
Subscriptions and Books	\$ 500.00		\$ 500.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 160.00	\$ 18.00	\$ 70.00	\$ 20.00	\$ 74.99	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 462.99	92.6%
Supplies	\$ 4,500.00		\$ 4,500.00		\$ 162.43	\$ 601.59	\$ 37.70	\$ 313.12	\$ 219.08	\$ 238.59	\$ 174.61	\$ 353.40	\$ 557.80	\$ 22.67	\$ 188.64	\$ 2,869.63	63.8%
Technology	\$ 10,000.00		\$ 10,000.00	\$ 3,046.61	\$ 646.61	\$ 888.21	\$ 542.62	\$ 598.38	\$ 556.21	\$ 549.89	\$ 549.89	\$ 775.06	\$ 1,051.02	\$ 547.62	\$ 562.61	\$ 10,314.73	103.1%
Travel & Training	\$ 10,000.00		\$ 10,000.00	\$ 31.36	\$ 30.24	\$ 263.88	\$ 694.16	\$ 632.68	\$ (528.91)	\$ 292.14	\$ 719.11	\$ 150.18	\$ 567.32	\$ 1,599.14	\$ 700.84	\$ 5,152.14	51.5%
Utilities	\$ 6,500.00		\$ 6,500.00	\$ 277.26	\$ 363.46	\$ 326.50	\$ 295.19	\$ 173.64	\$ 245.92	\$ 436.17	\$ 524.76	\$ 580.09	\$ 405.33	\$ 338.36	\$ 259.55	\$ 4,226.23	65.0%
VRS	\$ 20,000.00		\$ 20,000.00	\$ 756.05	\$ 756.05	\$ 863.60	\$ 1,037.36	\$ 680.50	\$ 626.38	\$ 988.22	\$ 988.22	\$ 988.22	\$ 1,048.22	\$ 988.22	\$ 796.32	\$ 10,517.36	52.6%
Workman's Comp	\$ 500.00		\$ 500.00	\$ 500.00												\$ 500.00	100.0%
AARP Community Challenge Grant Expenses	\$ 25,000.00		\$ 25,000.00			\$ 1,411.53	\$ 3,139.21		\$ 11,414.87							\$ 15,965.61	63.9%
DEQ Chesapeake Bay PDC Capacity Expenses	\$ 1,000.00		\$ 1,000.00				\$ 161.28						\$ 174.92			\$ 336.20	33.6%
Farm to School Expenses	\$ -	\$ 3,000.00	\$ 3,000.00						\$ 933.29	\$ 96.59	\$ 249.09	\$ 244.18	\$ 472.97	\$ 405.06	\$ 220.90	\$ 2,622.08	87.4%
Mobility Management Expenses	\$ 340,000.00	\$ (22,500.00)	\$ 317,500.00	\$ 9,951.61	\$ 12,121.03	\$ 18,371.31	\$ 20,343.03	\$ 22,363.53	\$ 57,919.80	\$ 51,649.25	\$ 9,450.13	\$ 13,647.13	\$ 49,683.63	\$ 19,157.68	\$ 35,049.05	\$ 319,707.18	100.7%
NFWF Chesapeake Bay Expenses	\$ 185,000.00	\$ (173,250.00)	\$ 11,750.00									\$ 11,750.00	\$ 66.69			\$ 11,816.69	100.6%
Redistricting Expenses	\$ -	\$ 3,750.00	\$ 3,750.00			\$ 3,550.68			\$ 31.36	\$ 100.62						\$ 3,682.66	98.2%
Regional Tourism Expenses	\$ 12,800.00		\$ 12,800.00	\$ 228.39	\$ 409.10	\$ 408.05	\$ 409.63	\$ 219.11	\$ 206.03	\$ 187.21	\$ 312.34	\$ 589.99	\$ 1,832.04	\$ 314.02	\$ 466.08	\$ 5,581.99	43.6%
Rideshare Expenses	\$ 52,565.00	\$ (25,000.00)	\$ 27,565.00	\$ 128.08	\$ 2,815.29	\$ 233.18	\$ 346.06	\$ 164.44	\$ 880.81	\$ 189.76	\$ 1,174.54	\$ 617.61	\$ 1,467.09	\$ 876.59	\$ 15,290.94	\$ 24,184.39	87.7%
RTAP Expenses		\$ 5,338.00	\$ 5,338.00				\$ 3,325.00		\$ 1,551.10	\$ 461.60						\$ 5,337.70	100.0%
Rural Transportation Expenses	\$ 1,000.00		\$ 1,000.00								\$ 44.46	\$ 16.97	\$ 104.73	\$ 16.97		\$ 183.13	18.3%
Town of Washington Pass Through	\$ -	\$ 19,000.00	\$ 19,000.00								\$ 19,000.00					\$ 19,000.00	100.0%
VHDA PDC Housing Development Expenses	\$ -	\$ 1,000.00	\$ 1,000.00								\$ 235.75	\$ 37.09	\$ 73.83	\$ 39.02		\$ 385.69	38.6%
VHSP Expenses	\$ 3,000.00		\$ 3,000.00	\$ 26.96	\$ 26.96	\$ 676.96	\$ 53.92	\$ 424.96	\$ 438.19	\$ 145.76		\$ 297.04	\$ 226.80			\$ 2,317.55	77.3%
VTCW Expenses	\$ -	\$ 6,529.50	\$ 6,529.50									\$ 6,529.50				\$ 6,529.50	100.0%
Total Expenditures	\$ 1,331,351.00	\$ (182,132.50)	\$ 1,149,218.50	\$ 59,359.29	\$ 66,107.95	\$ 79,992.96	\$ 101,031.74	\$ 72,296.43	\$ 126,914.58	\$ 104,011.66	\$ 81,448.69	\$ 84,578.44	\$ 126,747.35	\$ 75,526.70	\$ 96,466.42	\$ 1,074,482.21	93.5%



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 16, 2022
Subject: FY 2023 Year-to-Date Revenues & Expenditures

FY 2022 Revenue and Expenditure reports through July 31, 2022 are enclosed for your review. These are unaudited reports for the first month of the fiscal year.

Revenues are 6.0% of budget, and those received to date are largely from annual dues from our local government members, as well as grant reimbursements from the past quarter. We are also in receipt of funding for the Farm to School Liaison position from PATH Foundation.

Expenditures are 3.8% of budget through July and in line with expectations.

REQUESTED ACTION: None required.

Rappahannock-Rapidan Regional Commission
FY 2023 Revenue Snapshot - July 31, 2022

Budget Items	FY 2023 Budget	Adjustments	Adjusted Budget	July	YTD Actual	YTD %
<u>Revenues</u>						
Dues:						
Culpeper County	\$ 26,967.00		\$ 26,967.00		\$ -	0.0%
Fauquier County	\$ 51,497.00		\$ 51,497.00		\$ -	0.0%
Madison County	\$ 11,315.00		\$ 11,315.00	\$ 11,314.56	\$ 11,314.56	100.0%
Orange County	\$ 24,877.00		\$ 24,877.00		\$ -	0.0%
Rappahannock County	\$ 6,027.00		\$ 6,027.00	\$ 6,027.46	\$ 6,027.46	100.0%
Town of Culpeper	\$ 16,651.00		\$ 16,651.00	\$ 16,651.46	\$ 16,651.46	100.0%
Town of Gordonsville	\$ 1,164.00		\$ 1,164.00	\$ 1,163.66	\$ 1,163.66	100.0%
Town of Madison	\$ 170.00		\$ 170.00	\$ 170.15	\$ 170.15	100.1%
Town of Orange	\$ 4,050.00		\$ 4,050.00		\$ -	0.0%
Town of The Plains	\$ 203.00		\$ 203.00	\$ 203.35	\$ 203.35	100.2%
Town of Remington	\$ 520.00		\$ 520.00		\$ -	0.0%
Town of Warrenton	\$ 8,347.00		\$ 8,347.00		\$ -	0.0%
Town of Washington	\$ 71.00		\$ 71.00	\$ 71.38	\$ 71.38	100.5%
Interest Income	\$ 500.00		\$ 500.00	\$ 358.69	\$ 358.69	71.7%
Other Income	\$ 1,000.00		\$ 1,000.00	\$ 100.00	\$ 100.00	10.0%
DEQ Chesapeake Bay PDC Capacity	\$ 58,000.00		\$ 58,000.00		\$ -	0.0%
DRPT Commuter Assistance Program	\$ 123,160.00		\$ 123,160.00	\$ 19,366.00	\$ 19,366.00	15.7%
DRPT Mobility Management	\$ 400,000.00		\$ 400,000.00	\$ 25,031.00	\$ 25,031.00	6.3%
DRPT Technical Assistance Grant	\$ 20,000.00		\$ 20,000.00		\$ -	0.0%
NFWF Chesapeake Bay Grant	\$ 250,000.00		\$ 250,000.00		\$ -	0.0%
PATH Farm to School	\$ 40,000.00		\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	75.0%
PATH Mobility Management/Transportation	\$ 190,000.00		\$ 190,000.00		\$ -	0.0%
Regional Housing	\$ 48,604.00		\$ 48,604.00	\$ 13,778.52	\$ 13,778.52	28.3%
Regional Tourism	\$ 7,600.00		\$ 7,600.00		\$ -	0.0%
Rural Transportation Planning	\$ 58,000.00		\$ 58,000.00		\$ -	0.0%
State Regional Planning	\$ 89,971.00		\$ 89,971.00		\$ -	0.0%
VDEM Wildfire Analysis Grant	\$ 2,000.00		\$ 2,000.00		\$ -	0.0%
VDEM Hazard Mitigation Plan	\$ 50,000.00		\$ 50,000.00		\$ -	0.0%
Virginia Housing PDC Development Program	\$ 500,000.00		\$ 500,000.00		\$ -	0.0%
VHSP Grant	\$ 90,000.00		\$ 90,000.00		\$ -	0.0%
Total Revenue	\$ 2,080,694.00	\$ -	\$ 2,080,694.00	\$ 124,236.23	\$ 124,236.23	6.0%

Rappahannock-Rapidan Regional Commission
FY 2023 Expenditure Snapshot - July 31, 2022

Budget Items	FY 2023 Budget	Adjustments	Adjusted Budget	July	YTD Actual	YTD %
<u>Expenditures</u>						
Advertising	\$ 750.00		\$ 750.00		\$ -	0.0%
Annual Meeting/Workshops/Meetings	\$ 5,000.00		\$ 5,000.00		\$ -	0.0%
Audit/Legal	\$ 6,000.00		\$ 6,000.00		\$ -	0.0%
Equipment/Software	\$ 12,000.00		\$ 12,000.00	\$ 314.97	\$ 314.97	2.6%
FICA	\$ 40,550.00		\$ 40,550.00	\$ 2,578.38	\$ 2,578.38	6.4%
Health & Dental	\$ 80,000.00		\$ 80,000.00	\$ 5,341.84	\$ 5,341.84	6.7%
Meals	\$ 2,500.00		\$ 2,500.00	\$ 29.13	\$ 29.13	1.2%
Membership Dues	\$ 6,000.00		\$ 6,000.00		\$ -	0.0%
Miscellaneous	\$ 500.00		\$ 500.00	\$ 51.80	\$ 51.80	10.4%
Mortgage	\$ 23,916.00		\$ 23,916.00	\$ 1,993.00	\$ 1,993.00	8.3%
Office & P.O. Liability Insurance	\$ 1,400.00		\$ 1,400.00	\$ 1,440.00	\$ 1,440.00	102.9%
Office Maintenance	\$ 14,000.00		\$ 14,000.00	\$ 691.40	\$ 691.40	4.9%
Payroll Expenses	\$ 530,078.00		\$ 530,078.00	\$ 34,039.29	\$ 34,039.29	6.4%
Postage	\$ 500.00		\$ 500.00		\$ -	0.0%
Printing	\$ 3,000.00		\$ 3,000.00	\$ 149.84	\$ 149.84	5.0%
Reserve	\$ -		\$ -		\$ -	0.0%
Subscriptions and Books	\$ 500.00		\$ 500.00	\$ 18.00	\$ 18.00	3.6%
Supplies	\$ 4,500.00		\$ 4,500.00	\$ 54.74	\$ 54.74	1.2%
Technology	\$ 13,000.00		\$ 13,000.00	\$ 2,962.54	\$ 2,962.54	22.8%
Travel & Training	\$ 11,000.00		\$ 11,000.00	\$ 1,441.23	\$ 1,441.23	13.1%
Utilities	\$ 6,500.00		\$ 6,500.00	\$ 305.20	\$ 305.20	4.7%
VRS	\$ 16,000.00		\$ 16,000.00	\$ 956.75	\$ 956.75	6.0%
Workman's Comp	\$ 500.00		\$ 500.00	\$ 500.00	\$ 500.00	100.0%
AmeriCorps VISTA Match Expense	\$ 6,500.00		\$ 6,500.00		\$ -	0.0%
Chesapeake Bay PDC Capacity Expenses	\$ 1,000.00		\$ 1,000.00		\$ -	0.0%
Commuter Services Expenses	\$ 60,000.00		\$ 60,000.00	\$ 258.73	\$ 258.73	0.4%
Farm to School Expenses	\$ 3,000.00		\$ 3,000.00	\$ 293.79	\$ 293.79	9.8%
Hazard Mitigation Expenses	\$ 45,000.00		\$ 45,000.00		\$ -	0.0%
Mobility Management Expenses	\$ 488,000.00		\$ 488,000.00	\$ 15,403.42	\$ 15,403.42	3.2%
NFWF Grant Expenses	\$ 240,000.00		\$ 240,000.00	\$ 10,000.00	\$ 10,000.00	4.2%
Regional Tourism Expenses	\$ 10,000.00		\$ 10,000.00	\$ 200.18	\$ 200.18	2.0%
Rural Transportation Expenses	\$ 1,000.00		\$ 1,000.00	\$ 33.94	\$ 33.94	3.4%
Virginia Housing PDC Development Program Exper	\$ 445,000.00		\$ 445,000.00		\$ -	0.0%
VHSP Expenses	\$ 3,000.00		\$ 3,000.00	\$ 14.95	\$ 14.95	0.5%
Total Expenditures	\$ 2,080,694.00	\$ -	\$ 2,080,694.00	\$ 79,073.12	\$ 79,073.12	3.8%



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 16, 2022
Subject: RRRC Financial Account FY 2022 Summary

As you may recall, summary financial information for RRRC's four financial accounts is shared with the Commission in February and August each year, or as requested by Commission members. These summaries cover the following accounts:

- Atlantic Union Bank Checking
- Atlantic Union Bank Money Market
- Virginia Investment Pool NAV Liquid Fund
- Virginia Investment Pool Long-Term Bond Fund

The Virginia Investment Pool accounts are generally considered as the Commission's reserve funds, available to cover long-term debt (mortgage) and provide for emergency operating costs or other targeted expenditures. The purpose of providing these summary reports is to ensure Commissioners are aware of the financial trends of the Commission over short and long-term periods, including annual trends within operating accounts.

REQUESTED ACTION: None required.

FY 2022 Account Balances

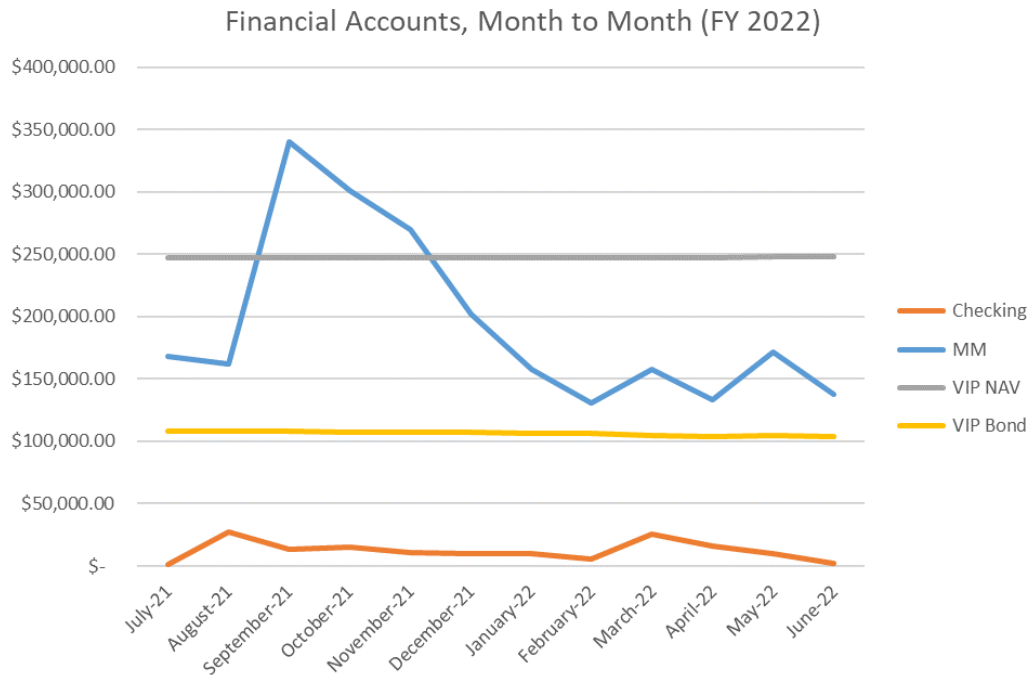
Operating accounts reflect high balances in July based on receipt of annual dues request funds from member jurisdictions. Grant reimbursements are most typically received on a quarterly basis, which is reflected by balance increases in October/November and January/February. The final quarter of FY 2022 (April to June) reflect spending on operating costs and grants, with the latter reimbursements usually received as reimbursements in the following fiscal year.

Operating Accounts			
Month (End)	Checking (Union)	Money Market (Union)	Operating Total
July-21	\$ 1,244.89	\$ 167,911.24	\$ 169,156.13
August-21	\$ 26,935.75	\$ 162,177.16	\$ 189,112.91
September-21	\$ 13,592.94	\$ 340,314.39	\$ 353,907.33
October-21	\$ 15,415.07	\$ 300,830.26	\$ 316,245.33
November-21	\$ 11,174.70	\$ 269,658.53	\$ 280,833.23
December-21	\$ 10,014.72	\$ 202,316.45	\$ 212,331.17
January-22	\$ 9,966.54	\$ 157,757.96	\$ 167,724.50
February-22	\$ 5,899.17	\$ 130,868.11	\$ 136,767.28
March-22	\$ 25,287.78	\$ 158,047.93	\$ 183,335.71
April-22	\$ 15,605.70	\$ 133,745.34	\$ 149,351.04
May-22	\$ 10,371.55	\$ 171,719.69	\$ 182,091.24
June-22	\$ 2,138.35	\$ 137,789.68	\$ 139,928.03

In August 2017, the Commission adopted a Resolution to join the Virginia Investment Pool (VIP), managed by VML/VACo Finance. This allowed for a more clearly defined Reserve fund, designed to cover long-term debt service on the Commission-owned office space and for other operating costs, as needed.

Reserve Accounts			
Month (End)	VIP NAV	Long-Term Bond	Reserve Total
July-21	\$ 247,302.71	\$ 107,971.92	\$ 355,274.63
August-21	\$ 247,317.39	\$ 107,949.45	\$ 355,266.84
September-21	\$ 247,331.35	\$ 107,827.85	\$ 355,159.20
October-21	\$ 247,345.98	\$ 107,491.01	\$ 354,836.99
November-21	\$ 247,361.18	\$ 107,485.15	\$ 354,846.33
December-21	\$ 247,380.37	\$ 107,239.83	\$ 354,620.20
January-22	\$ 247,404.12	\$ 106,526.94	\$ 353,931.06
February-22	\$ 247,430.82	\$ 106,113.07	\$ 353,543.89
March-22	\$ 247,482.48	\$ 104,713.93	\$ 352,196.41
April-22	\$ 247,564.02	\$ 104,199.14	\$ 351,763.16
May-22	\$ 247,716.46	\$ 104,748.51	\$ 352,464.97
June-22	\$ 247,946.25	\$ 104,189.39	\$ 352,135.64

Over the past fiscal year, the VIP NAV Liquid Fund returned 0.45% and the VIP Long-Term Bond Fund lost 3.35% in one-year returns. Staff continue to participate in Virginia Investment Pool calls and have only made deposits to the NAV fund since the initial deposits to both accounts in 2017.



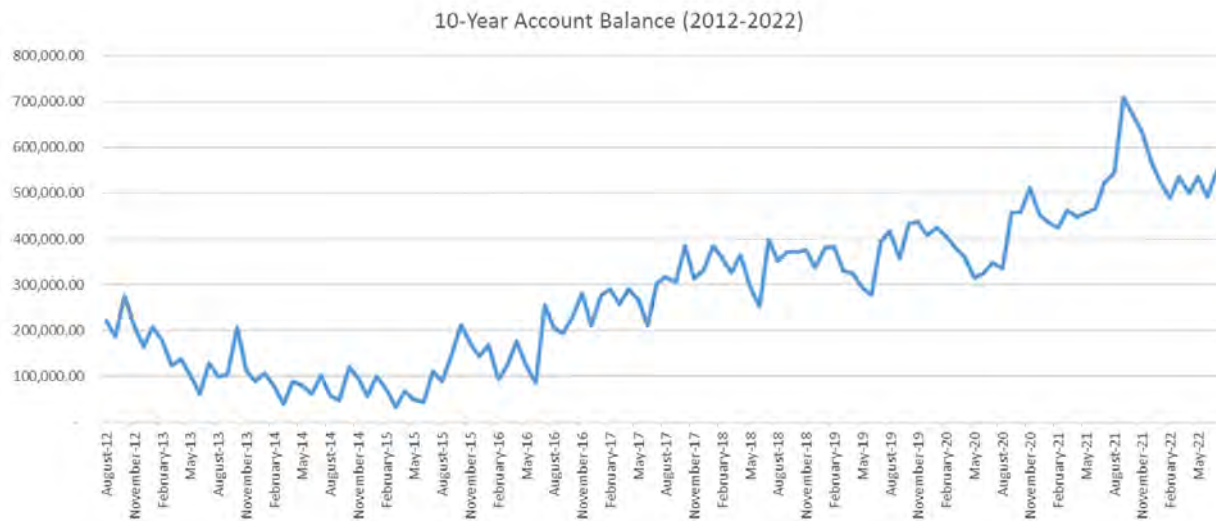
Overall account values are shown below for the end of each month in FY 2022. Fluctuations in year-to-year value are primarily the result of grant reimbursement timing.

RRRC Total Account Value (CY 2021)		
Month (End)	Total Accounts	Year over Year
July-21	\$ 524,430.76	175,929.01
August-21	\$ 544,379.75	208,897.21
September-21	\$ 709,066.53	250,969.98
October-21	\$ 671,082.32	212,633.85
November-21	\$ 635,679.56	124,017.96
December-21	\$ 566,951.37	115,721.80
January-22	\$ 521,655.56	85,739.71
February-22	\$ 490,311.17	66,143.49
March-22	\$ 535,532.12	72,052.42
April-22	\$ 501,114.20	52,614.55
May-22	\$ 534,556.21	77,952.54
June-22	\$ 492,063.67	24,993.08

Historical Account Balances

As referenced above, RRRC historically did not maintain separate Operating and Reserve accounts. While past Treasurers, officers and staff members kept a reserve balance on budget sheets, these were not easily verifiable. Separating operating and reserve accounts allows for an easier view of the organization's financial trends.

Additionally, RRRC remains predominantly reliant on grant funds each year. The past ten years of monthly account balance trends reflects periods of reserve spending (reduced account balances) and reserve saving (increased account balances). Once again, the typical end of fiscal year drawdowns are evident as are beginning of fiscal year local contributions.



Executive Director's Report

August 17, 2022



The purpose of this monthly report is to provide members of the Regional Commission with a summary report of work plan-related activities, staff attendance and participation at local/regional/statewide meetings, and updates on initiatives impacting the Regional Commission and our localities.

Administration:

- Past Chair Bob Coiner received the President's Award from the Virginia Association of Planning District Commissions (VAPDC) in July. Bob has devoted much of the past decade towards leadership positions on the VAPDC Board, including three years as President and was instrumental in working with all PDCs to identify resources for a part-time Executive Director that has advanced the standing of the organization and PDCs statewide. Congratulations Bob!
- We've filled our Regional/GIS Planner and our AmeriCorps VISTA member positions. John Otto will begin on September 6th as Regional Planner and Matthew Tobias will begin on August 29th as a one-year VISTA working with Foothills Housing Network.
- Please consider submitting a nomination for the annual RRRC Regional Leadership Awards! The nomination form is brief and available at www.rrregion.org/awards.
- Our audit consultant team will be in the office on August 23rd to complete on-site audit activities for FY 2022. We anticipate a draft audit by October for review.

Homelessness & Regional Housing

- Rebecca Wareham and I have been meeting with numerous community and regional partners to discuss regional emergency shelter needs. As you recall, federal and state funding has assisted in providing non-congregate shelter for much of the past 30 months, but those funding sources are ending. We continue to see increased calls from homeless or unsheltered households to Coordinated Entry, but are now anticipating a return to pre-pandemic shelter capacity, which is limited and high-barrier. These discussions have included regional partners and local representatives largely from Culpeper and Fauquier, but this is an issue that impacts or will impact each of your localities.
- We were pleased to formally announce the first three awards through the PDC Housing Development program to Culpeper Community Development Corporation, People Incorporated and Skyline Community Action Partnership. We continue to work with the other partners identified in February to ensure their ability to meet Virginia Housing deadlines for project completion, and will have a full update later in the year.
- My thanks again to Commissioner Deal for including RRRC in the High Growth Coalition affordable housing meeting in late June. Jennifer Little attended from RRRC and was also able to represent our region at one of the Governor's Affordable Housing listening sessions in Richmond in July.

Economic Development & Tourism

- We have signed off on the CEDS project agreement with U.S. Economic Development Administration and held an administrative kickoff meeting with EDA staff earlier this month. In the next quarter, we anticipate releasing an RFP in conjunction with Thomas Jefferson PDC for a consultant team to develop the CEDS. I encourage each of you with interest in economic

development and quality of life to be part of our regional CEDS committee, and to identify private and public-sector partners to participate as part of the process over the next 18 months.

- The Regional Tourism directors reconvened for the first time since 2020 in July. In addition to the VA250 commission request, we are also beginning a revision of the Virginia Piedmont website and seeking opportunities to expand our membership with Tween Rivers Trail. It was great to meet the new Tourism Director from Orange County and new staff from the Town of Culpeper!

Transportation

- The 2022 GAP technical assistance projects from the Office of Intermodal Planning and Investment are mostly complete, with follow-up public engagement occurring at each locality's discretion. As a reminder, these projects were in Remington, Washington and Rappahannock County (Sperryville and Flint Hill).
- We had initial discussions with OIPI staff on an application for 2023 GAP-TA focused on development of a project review tool to identify local and regional projects and match them to existing transportation funding resources. Local staff also requested inclusion of a method to mimic Smart Scale scoring as part of pre-application project development.
- Kristin Lam Peraza will review in more detail, but she has coordinated more than 35 partner meetings as part of the strategic planning for the Regional Transportation Collaborative FY 2023 work over the past month.

Environmental & Natural Resources

- The Land Use and Environment Committee met last week with a presentation from the Northern Region office from DEQ in an effort to provide improved connections between the region and DEQ on stormwater and erosion/sediment control permit and regulations.
- Michelle Edwards and I provided feedback to Virginia Cooperative Extension staff working with the HB894 workgroup, and provided examples from the region, as well as feedback about outputs from the panel and what would be of most use to local governments in the region. We've also been following the work the [HB 206 Regulatory Advisory Panel](#) (RAP) established to advise and assist on developing regulations to mitigate the impacts of small solar projects on forest lands and prime agricultural soils.

Emergency Planning & Hazard Mitigation

- We coordinated a meeting on the Stream Gauge project in the Rappahannock watershed with VDEM and the Rappahannock River Basin Commission in late July and have sent local feedback to VDEM for potential stream gauge locations.
- I've participated in the Commonwealth of Virginia Hazard Mitigation Plan stakeholder workgroup meetings in July at the request of VDEM, along with Mayor Coiner. We anticipate pulling information from the state plan into our regional planning process, which should kickoff later this year or early in 2023.

Local Technical Assistance

- Eldon James has requested any additional legislative concerns or other items in anticipation of the 2023 General Assembly session. This request also went to each locality that contributes to the regional legislative liaison activity, coordinated through Fauquier County's contract with Mr. James. I am happy to consolidate anything regionally, but know that many of your local governments also will correspond individually with Mr. James.

- Met with Madison County leadership and staff to discuss opportunities for RRRC to assist with the County's upcoming Comprehensive Plan revision.
- Worked with Town of Remington staff and partners on a draft Community Development Block Grant planning grant application for downtown revitalization planning
- Reviewed proposals for George Washington Carver Agricultural Research Center strategic planning that would bring in all Carver Center partners for a visioning and strategic planning process
- Attended VACo Regions 5 & 7 regional meeting in July for broad-based discussion. Topics of interest included broadband, utility scale solar, and affordable housing.
- Discussed grant and planning assistance with Town of Madison Town Attorney related to Transportation Alternatives Program (TAP) grants and comprehensive plan updates
- Staff are attending Connect Orange event in August and Taste of the Mountains in early September in support of all RRRC programs
- Provided overview of various RRRC transportation plans and programs to the Regional Planners Roundtable meeting in early August, and provided follow up letters of support to Town of Culpeper and Madison County for requests related to the Active Transportation Plan
- Coordinated discussions with Culpeper County and Town of Culpeper staff with DRPT regarding Railroad Crossing Elimination Program and priority projects
- Communicated with staff in Senator Kaine, Senator Warner and Rep. Spanberger's offices upon request from each office

Foothills Housing Network

Virginia Balance of State

Local Planning Group

COVID-19 Funding

	Emergency Shelter Operations	Targeted Prevention	Rapid Rehousing	Admin	Total
COVID Emergency Funding Support	XXXXXX	XXXXXX	XXXXXX	\$21,525	\$21,525
VHSP COVID Funding	\$214,953	XXX	XXX	XXX	\$214,953
State COVID Relief	\$362,900	XXX	XXX	\$19,100	\$382,000
CHERP	\$897,344	\$100,000	\$125,000	\$66,167	\$1,188,511
State HTF	\$334,650			\$10,350	\$345,000
Covid-CDBG	\$1,692,165			\$52,335	\$1,744,500
Total	\$3,502,012	\$100,000	\$125,000	\$169,477	\$3,896,489

Funding Descriptions:

COVID-19 Emergency Funding Support (Virginia Housing): \$21,525

Performance Period: March 1, 2020 – August 30, 2020

State funding which provided general operations dollars to community agencies to support continued operations for provide housing services. Funds were used to support local housing agencies expenses on staffing/fringe, insurance, and building costs. Funds were not used for direct assistance to support clients. Funding was allocated to Community Touch, Inc.- \$12,500, Services to Abused Families, Inc.-\$5,500, and Rappahannock-Rapidan Regional Commission-\$3,525.

VHSP COVID-19 Funding for Emergency Shelter Operations (DHCD): \$241,953

Performance Period: April 2, 2020 – December 31, 2020

State COVID-19 funding was used to provide temporary, emergency shelter for those experiencing homelessness during the pandemic. Funds were allocated to be expended on hotel rooms, and case management for those that would otherwise be unsheltered, to ensure some of the Commonwealth's most vulnerable citizens had safe shelter during the pandemic. Funding was allocated to Culpeper Housing and Shelter Services, as they were the only LPG partner eligible at the time through VHSP Emergency Shelter Operations funding.

State COVID Relief (DHCD): \$362,900 + \$19,100 in Admin

Performance Period: Through December 31, 2020

State funding which was provided to continue support for non-congregate sheltering through the end of 2020 to ensure that individuals were not forced to exit emergency hotel shelter due to lack of funding. It was awarded to Culpeper Housing and Shelter Services (\$332,000), and Community Touch Inc. (\$50,000). Note, this funding did not last through the end of 2020, and federal CHERP funds started being used in early October.

Virginia COVID Homeless Emergency Response Program (CHERP)

**** Federal passthrough from DHCD ****

CHERP Allocation 1 for Rapid Rehousing: \$125,000 (\$118,750 + \$6,250 in Admin)

Performance Period: April 2, 2020 – September 30, 2022

Federal (HUD) ESG-CV1 funding passed through Department of Housing and Community Development (DHCD) to the region for Rapid Rehousing activities. Rapid Rehousing funds are used to support those experiencing homelessness to return to permanent housing as quickly as possible with case management and short-term housing subsidies. Rapid Rehousing funds under the CHERP allocation allow for intensive case management, staffing capacity, landlord incentives, and longer-term housing subsidies. Funding was allocated to People, Inc., and is sub-contracted to Culpeper Housing and Shelter Services, and Community Touch Inc., while also partially funding a full-time Homeless Diversion & Housing Case Manager employed by People, Inc. to serve PD9.

CHERP Allocation 2: \$1,066,011 (\$999,844 + \$66,167 in admin)

Performance Period: April 2, 2020 – September 30, 2022

Federal ESG-CV2 funding passed through Department of Housing and Community Development (DHCD) to the region for Emergency Shelter Operations (\$799,844), Rapid Rehousing (\$100,000), Targeted Prevention (\$100,000) and Administration (\$66,167). Funding was allocated to Culpeper Housing and Shelter Services (ESO + sub-contract for RRH/TP), Community Touch Inc. (ESO + sub-contract for RRH/TP), and People, Inc. (contract for RRH/TP).

DHCD State Housing Trust Fund Allocation: \$345,000 (\$334,650 + \$10,350 in admin)

Performance Period: April 2, 2020 – September 30, 2022

Funding from the Department of Housing and Community Development (DHCD) State Housing Trust Fund to the region for continued Emergency Shelter Operations (\$345,000).

DHCD Covid-CDBG (Community Development Block Grant) Allocation: \$1,744,500 (\$1,692,165 + \$52,335 in admin)

Performance Period: January 2021 – December 31, 2022 (Likely will be spent by 9/15/2022)

DHCD's Homeless and Special Needs Housing Unit allocated an additional round of CHERP funding to continue supporting non-congregate sheltering through CDBG funds. These funds were sourced from various funding streams outside of ESG-CV.



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 16, 2022
Subject: Draft Personnel Manual

The Commission last revised its personnel policies in 2011, at which time minimal changes were made to policies that were initially adopted in 2001. Having reviewed the existing policies, I made the decision to start anew with the personnel policies, in order to bring clarity to outdated sections, incorporate stand-alone policies and procedures that have been adopted subsequently by the Commission, and provide ease of use for staff and the Commission moving forward. My thanks to Terry Snead for her efforts in pulling together a draft of these policies, and for staff for reviewing and bringing questions to my attention regarding the policies subsequent to the June 22nd Commission meeting.

Since the June meeting, the following revisions were made to the draft document:

- Addition of references to the Hatch Act and clarification of political activities in section 7.6
- Removal of references to testing, certifications, and transfers within the agency in section 6.6 – Civil Leave.
- Revised wording in section 7.8.3 to clarify mileage reimbursement and vehicle rental program
- Minor edits and grammatical corrections in various sections

REQUESTED ACTION: Adoption of the Personnel Manual

PERSONNEL MANUAL



Adopted _____

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DRAFT

1 ORGANIZATION & ADMINISTRATION

1.1 PURPOSE AND SCOPE

This manual is intended to serve as a source of information for employees of the Rappahannock-Rapidan Regional Commission. Not all of the Commission's policies and procedures are set forth in this Manual. If further information or advice about topics covered in this manual is needed, please contact the Executive Director.

This document contains policies and procedures which do not create contractual rights and should not be interpreted to constitute binding contractual obligations. The Commission reserves the right to modify, amend, or rescind the provisions of this manual.

Employees have the responsibility to keep themselves informed of the contents of this manual and any future updates. This manual applies to all employees of the Rappahannock-Rapidan Regional Commission. This document is not intended to alter the employment-at-will relationship in any way.

1.2 ADOPTION

This document serves as the Personnel Manual of the Rappahannock-Rapidan Regional Commission and was adopted on _____, by the Commission. It is subject to subsequent amendments as necessary. This manual supersedes any existing personnel policies and procedures in effect prior to the date of publication of this manual.

1.3 MAINTENANCE & MODIFICATION OF PROVISIONS

This manual may be changed or amended only by the Rappahannock-Rapidan Regional Commission. The manual will be reviewed on an annual basis for necessary modifications. Such reviews may be conducted by the Executive Director, or other staff as directed by the Executive Director. Resulting recommendations will be reported to the Executive Committee and/or Regional Commission for consideration.

2 WORKPLACE POLICIES

The policies included in this chapter cover a wide range of workplace issues and behavior. The failure to include a specific instance, item or example in these policies does not relieve employees of the responsibility to undertake and to conduct Commission business in a professional manner at all times.

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The Rappahannock-Rapidan Regional Commission shall promote and afford equal treatment and service to all citizens and will assure that all applicants are given equal employment opportunity without regard to race, religion, creed, color, national origin, age, sex, marital status, sexual orientation, military veteran status, or the presence of any sensory, mental, or physical disability, or pregnancy. The Commission shall operate within the principles of equal employment guidelines set forth in Federal, State and local laws and regulations.

All activities relating to employment including recruitment, testing, selection, promotion, training and termination shall be conducted in a nondiscriminatory manner. The Rappahannock-Rapidan Regional Commission will cooperate fully with all organizations to promote fair practices and equal employment opportunity.

2.2 DISABILITY ACCOMMODATION

In accordance with the Americans with Disabilities Act, the Commission provides equal employment opportunities to qualified individuals with disabilities. Reasonable accommodations will be provided to a qualified employee or applicant with a disability when that employee or applicant requests an accommodation with appropriate documentation of a disability. All requests for accommodation will be fully reviewed. A request for an accommodation will be denied if the accommodation is not shown to be effective, places an undue burden on the Commission, or if the employee poses a direct threat to the health and safety of himself/herself or others.

2.3 RELIGIOUS ACCOMMODATION

The Commission will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs unless doing so would cause an undue hardship on Commission operations. If a religious accommodation is desired, an employee is required to make the request in writing to his or her supervisor as far in advance as possible.

2.4 NO HARRASSMENT/NO DISCRIMINATION POLICY

The Commission 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, sex, color, race, creed, religion, national origin, ethnicity, disability, or the presence of any sensory, mental, or physical disability, pregnancy, or political affiliation, marital status, sexual orientation, military veteran status, status in any other group protected by federal or local law or for any other reason.

Harassment is a form of discrimination and violates this policy. 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, creed, religion, national origin, ethnicity, disability, or the presence of any sensory, mental, or physical disability, or pregnancy, or political affiliation, marital status, military veteran status, or status in another group protected by federal, state or local law.

Sexual harassment includes, but is not limited to, the following: unwelcome sexual advances; requests for sexual favors; other verbal or physical conduct of a sexual nature; and 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.

Each employee has the responsibility to bring any form of harassment or discrimination to the attention of his or her supervisor or the Executive Director.

All employees are responsible for helping assure that we avoid harassment and discrimination in the workplace. If an employee experiences any problem of this sort, becomes aware of any other employee experiencing a problem of this sort, or has knowledge of any form of harassment or discrimination, sexual or otherwise, the employee must immediately report it to a supervisor or 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. The Commission will endeavor to keep complaints, investigations, and resolutions confidential to the extent possible; however, the obligation to investigate complaints cannot be compromised. The employee who brought the complaint will be provided information on the outcome of the investigation within the limits of confidentiality. A non-employee who subjects an employee to harassment in the workplace will be informed of the Commission's policy and appropriate actions will be taken to protect the employee from future harassing conduct.

2.5 WHISTLEBLOWER POLICY

The Commission's adopted whistleblower policy is incorporated here by reference and included as an appendix to this document.

2.6 RETALIATION

Retaliation is illegal and contrary to the policy of the Commission. 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 or verbal report shall be immediately made to the Executive Director. Those who are found to be acting in a retaliatory manner will be disciplined for such conduct.

2.7 OPEN DOOR POLICY

Commission management recognizes that employees may have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion between an employee and the Executive Director or immediate supervisor. Suggestions and/or complaints should be discussed with a supervisor.

While the opportunity to communicate employee views exists, not every concern can be resolved to the satisfaction of all parties. Even so, Commission management believes that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

2.8 ALCOHOL AND DRUG FREE WORKPLACE POLICY

The Commission has a vital interest in maintaining a safe, healthy and efficient working environment. Being under the influence of drugs, controlled substances, or alcohol on the job poses

serious safety and health risks to the user and to those who work or come in contact with the user in the workplace. Accordingly, the use, sale, purchase, manufacture, distribution, dispensing, possession or being under the influence of illegal drugs, controlled substances, or alcohol in the workplace (i.e., Commission premises) poses unacceptable risks for safe, healthy and efficient operations and will be grounds for immediate discipline up to and including termination of employment.

The Commission further expresses its intent, through this policy, to comply with federal, state and local rules, regulations and/or laws that relate to the maintenance of a workplace free from illegal drugs, controlled substances, and alcohol.

Definitions

Alcohol: Any beverage that contains ethyl alcohol (ethanol), including, but not limited to, beer, wine and distilled spirits.

Controlled substance: A drug or chemical whose manufacture, possession, or use is regulated by the government. Controlled substances are substances that are the subject of legislative control. Controlled substances may include illegal drugs and prescription medications.

Commission premises: The Commission offices and surrounding area, including entryway or other access to Commission offices, meeting rooms, and storage areas. The term also includes all Commission owned vehicles and includes all other premises or facilities visited by employees in the course of their employment.

Illegal drug: Any drug which is not legally obtainable; any drug which is legally obtainable, but has not been legally obtained; any prescribed drug not legally obtained, not being used for the prescribed purpose or by the prescribed person or not being used in the prescribed dosage or manner; and any drug being used for a purpose not in accordance with bona fide medical therapy. Examples include, but are not limited to: marijuana, hashish, cocaine, heroin, methamphetamine, phencyclidine (PCP), barbiturates and so-called designer or look-alike drugs.

Reasonable suspicion: A belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is under the influence of alcohol or drugs. Reasonable suspicion must be directed at a specific person and must be based upon specific and articulable facts and the logical inferences and deductions that can be drawn from those facts. Reasonable suspicion may be based upon things such as: observable phenomena – such as the direct observation of the possession or use of a drug or alcohol or the direct observation of physical symptoms of being under the influence of a drug or alcohol such as slurred speech, unsteady gait; a pattern or unusual or

abnormal conduct or erratic behavior; information provided by a reliable and credible source; work-related accidents and deviations from safe working practices.

Employee Responsibilities

- No employee shall unlawfully manufacture, distribute, dispense, possess, or use any controlled substance, medication, or alcohol.
- Any employee convicted under a criminal drug statute for a violation occurring in the workplace shall notify the Executive Director within five days after each conviction.
- No employee shall consume or be impaired by alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
- No employee shall represent the Commission in an official capacity while impaired by alcohol, illegal drugs, controlled substances, or medication.
- No employee, using medication that may impair performance, shall operate a motor vehicle or engage in safety sensitive functions while on duty for the Commission.
- 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.
- An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, controlled substances, and/or medication shall immediately notify the Executive Director or immediate supervisor.
- Be aware of the Commission's Alcohol and Drug-Free Workplace Policy.
- Seek assistance for alcohol, drug abuse, or related problems through a program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Disciplinary Action

Any employee violating any of the provisions of this policy, including testing positive for illegal drugs, controlled substances, and/or alcohol, will be subject to disciplinary measures up to and including termination of employment.

Drug and Alcohol Testing

In order to achieve a drug and alcohol-free workplace, an employee may be required to participate in alcohol and controlled substances testing in the event that there is reasonable suspicion to believe that an employee is in an impaired state during working hours. Drug and alcohol testing will be administered by an outside professional certified to conduct such testing. As a condition for return to duty after testing positive for controlled substances or alcohol, a follow up negative drug and alcohol test will be required.

2.9 TOBACCO FREE WORKPLACE POLICY

Because the Commission recognizes the hazards caused by exposure to environmental tobacco smoke, it shall be the policy of the Commission to provide a tobacco free environment for all employees and visitors. This policy covers the smoking of any tobacco product and the use of oral tobacco products, and it applies to employees and non-employee visitors of the Commission. In addition to tobacco products, the Commission offices and all Commission property shall be e-cigarette free.

2.10 WORKPLACE VIOLENCE

The Commission recognizes that violence in the workplace is a growing problem nationwide necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms.

It is the goal of the Commission to have a workplace free from acts or threats of violence and to effectively respond in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating. The prohibition against threats and acts as described above applies to all persons involved in the operation of the Commission. Workplace violence should be reported immediately to the Executive Director or immediate supervisor or in the case of an emergency should be reported to the police.

3 EMPLOYMENT

3.1 GENERAL EMPLOYMENT POLICY

All employees, whether in Probationary Period status or not, are always employees at will. At-will means the organization does not offer, guarantee, contract, or promise employment for any specific length of time. Employees have the right to leave at any time and the Commission has the right to terminate the employment relationship at any time, with or without cause.

3.2 JOB DESCRIPTIONS

The job description includes essential functions of work, a list of typical tasks, and experience requirements for the position. A copy of the appropriate job description will be given to and reviewed with each new employee upon his or her arrival.

Staff positions, job descriptions and salary ranges are developed by the Executive Director and approved by the Commission. It is recommended that each employee's job description is reviewed annually with that employee's immediate supervisor.

3.3 EMPLOYMENT CATEGORIES

All employees at the time of hiring shall be designated as full-time employees, part-time employees, or temporary employees. Employees will also be designated as exempt, non-exempt, salaried or hourly.

- a) **Permanent Full-time Employee:** An individual hired to fill a position working a 40 hour work week for a duration greater than one year approved by the Board of Commissioners as a full-time staff member. Appointees to permanent positions are qualified to receive all employee benefits.
- b) **Permanent Part-time Employee:** A person hired to a part-time position of a permanent nature working less than 40 hours as approved by the Board of Commissioners. These positions involve work hours less than a full work week. Permanent part-time employees will earn annual leave based upon a percentage of hours worked in an average week. Permanent part-time employees will earn holiday leave proportionally on those holidays they are normally scheduled to work. The benefits set forth above are in lieu of all other benefits.
- c) **Temporary Employee:** A person hired to a full-time position of specified duration, not exceeding one year, as approved by the Board of Commissioners. Appointees shall receive only those employee benefits agreed upon in writing at the time of hire.
- d) **Temporary Part-Time Employee:** A person hired for a limited period of time at less than a full work week. Appointees are paid at an hourly rate and are not eligible for employee benefits. Appointments are subject to approval of the Executive Director.

Exempt Employee: an employee who occupies a position which is exempt (not eligible) from the overtime provisions of the Fair Labor Standards Act (FLSA). Exemptions only apply to employees who meet the salary and duties tests set forth by the FLSA. Full-time, part-time, and temporary employees may be exempt. Although not required by FLSA, exempt employees of the Commission may be eligible to receive compensatory leave at time and one-half, for all hours worked over 40 hours in a single workweek. Overtime (compensatory leave) must be approved by the Executive Director or immediate supervisor prior to being worked.

Non-Exempt Employee: an employee who is subject to FLSA and who is entitled to receive overtime pay or compensatory leave. Full-time, part-time, and temporary employees may be non-exempt. Employees working more than 40 hours are entitled to compensatory leave at time and one-half, for all hours worked over 40 hours in a single workweek. Overtime (compensatory leave) must be approved by the Executive Director or immediate supervisor prior to being worked.

3.4 APPOINTMENT AUTHORITY

3.4.1 BOARD OF COMMISSIONERS

The Commission reserves the right to appoint the Executive Director, and may assign appropriate duties and compensation as required. This appointment serves at the pleasure of the Commission.

3.4.2 EXECUTIVE DIRECTOR

The Executive Director shall publicize vacancies to be filled, encourage qualified Commission employees to apply for upward classification, and seek new applicants.

3.4.3 RECRUITMENT AND SELECTION

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. 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 (See § 2.2-3100).

3.5 HIRING PROCESS

All applicants for employment must submit an appropriate resume and letter of interest and be interviewed prior to being selected for employment. The Executive Director has the responsibility for the final selection of Commission employees, but may request other staff members or outside professionals to assist in the interview process. Employment will be confirmed in writing, setting forth the salary, defining applicable benefits, identifying the date of employment, and describing any other special terms relative to the position.

3.6 PROBATIONARY PERIOD

All regular full-time and part-time employees go through a Probationary Period of six (6) months. This probationary period is used to determine an employee's actual performance of their job responsibilities. An employee may resign or be dismissed without cause during the probationary period. At the conclusion of the probationary period, employees are employed at the will of the

Commission and may resign or be dismissed with or without cause upon 14 days' notice. The probationary period may be extended by the Commission or the Executive Director. Upon successful completion of the Probationary Period, the employee will become a regular employee.

3.6.1 PROBATIONARY PERIOD BENEFITS

A new regular, full-time employee serving a Probationary Period accrues from date of employment, benefits to which he or she is entitled as herein set forth; including Annual Leave and Sick Leave at the prescribed rates, and all other benefits such as health insurance, and the VRS retirement plan will become effective.

At the end of the Probationary Period, the Executive Director and/or immediate supervisor will conduct an employee evaluation.

3.6.2 DISMISSAL DURING THE PROBATIONARY PERIOD

The new employee may be discharged at any time during the Probationary Period if the Executive Director concludes that the new employee is not progressing or is performing unsatisfactorily. Additionally, employment may be terminated at will, with or without cause, and without prior notice within the Probationary Period. An employee may be dismissed with no right of grievance except where discrimination or retaliation is claimed. Employees with charges of discrimination or retaliation have the right to appeal through the grievance procedure described in Section 3.7.4.

3.6.3 NEPOTISM

It shall be the policy of the Commission not to place immediate family members within the same department or in a supervisor-subordinate relationship. The immediate family shall include: spouse, children, stepchildren, brother, sister, parents, guardians, mother-in-law, father-in-law, grandparents, aunts, uncles, nephews, nieces or any other person residing in the household.

3.7 ADMINISTRATIVE ACTIONS

3.7.1 PERFORMANCE EVALUATIONS

The work of each employee will be evaluated at least annually by their immediate supervisor. The supervisor will meet with the employee to discuss work performance and problems of mutual concern. A written form may be prepared by the supervisor and discussed with the employee, rating the employee on such areas as job knowledge (professional positions) or technical proficiency (non-professional positions), overall performance, and dependability. It provides both parties with a medium for the appropriate comments. The employee may, should the employee desire, enter any comments on the evaluation report.

Each employee shall have his/her performance evaluated in the following periods:

- a) A new employee shall be evaluated at the completion of the 6-month Probationary Period.
- b) Evaluations should be done annually to coincide with the organization's budget process.
- c) The Executive Director may also request a special performance evaluation be completed whenever significant change occurs in the performance of the employee.

3.7.2 PROMOTION

Based on Annual Performance Evaluations, an employee may be promoted and assigned to the appropriate pay grade at the beginning of the Fiscal Year. In exceptional circumstances, an employee's pay may be increased, outside of the annual review period, for meritorious service or enhanced responsibilities. Pay increases are not automatic nor guaranteed.

3.7.3 DISCIPLINE/DEMOTION

An employee may be suspended with or without pay for disciplinary reasons by the Executive Director, for a period that does not exceed ten (10) working days. Alternatively, the employee may be demoted on a base salary not to exceed a ten (10) percent reduction. If an employee again becomes subject to disciplinary action within twelve (12) months, the Executive Director may dismiss the employee. A copy of the Personnel Action stating the reasons for discipline, suspension, or demotion and the period of such punishment shall be given to the employee immediately following the Executive Director's decision. The following are examples of cause for disciplinary action, but are not restrictive as to justifications:

- Neglect of duty
- Insubordination, including deliberate disobedience of a proper reasonable instruction
- Use of intoxicating beverages while on duty
- Discourtesy to the public
- Habitual tardiness, unauthorized or excessive absence, or abuse of paid time off, or failure to give proper notice of absence
- Falsification of records
- Improper outside activities as described in this manual
- Competency to perform the required duties with up-to-date skills
- Unsatisfactory performance
- Careless workmanship

3.7.4 GRIEVANCE & APPEAL

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 Commission. The Commission specifically intends that no discrimination or reprisals shall be brought against any employee who uses this procedure to resolve a grievance.

A. Definition of Grievance

A grievance is a complaint of dispute by an employee relating to their employment, including but not necessarily limited to:

- a) Disciplinary actions, including: demotions, suspensions, or dismissals – provided that such dismissal is a result from formal discipline or unsatisfactory job performance.
- b) The application of personnel policies, procedures, rules, and regulations, and the application of ordinances and statutes.
- c) Discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, pregnancy, national origin, or sex.

B. Commission Rights and Prerogatives:

Complaints involving the following management rights and prerogatives are not grievable:

- a) Establishment and revision of wages or salaries, position classification, or general benefits.
- b) 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.
- c) The contents of the personnel rules and regulations unless otherwise conflicts with Federal or State Law.
- d) The methods, means, and personnel by which work activities are to be carried on, including but not limited to:
- e) The provision of equipment, tools, and facilities necessary to accomplish tasks.
- f) The scheduling and distribution of manpower/personnel resources.
- g) The hiring, promotion, transfer, assignment, and retention of employees in positions within the Commission's service.
- h) Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.
- i) Direction and evaluation of the work of Commission employees.
- j) Termination, layoff, demotion, or suspension from duties because of lack of work, reduction in force, or job abolition.

C. Coverage of Personnel

Except as noted below, all non-Probationary Period full-time and part-time employees are eligible to file grievances under this procedure. The following are the exceptions:

- a) Commission Board Members
- b) Officials and employees who serve at the will or pleasure of an appointing authority.
- c) Temporary employees or employees within the Probationary Period

D. Grievance Procedure:

Step 1: An employee who believes they have a grievance shall discuss the grievance informally with their immediate supervisor or Executive Director within twenty (20) calendar days of the incident occurrence.

Step 2: The immediate supervisor or Executive Director shall communicate a response, either orally or in writing, to the grievant within ten (10) calendar days.

Step 3: If a satisfactory resolution is not achieved within ten (10) calendar days, the employee may reduce the grievance to writing and submit directly to the Executive Director, who shall investigate the matter with the assistance of other appropriate officials.

Step 4: Within ten (10) calendar days of receipt of the grievance, the Executive Director shall meet with the grievant to discuss the complaint. The grievant may have a representative of choice present at this meeting. All efforts possible shall be made by all parties to find a suitable solution to the complaint and take whatever corrective actions are necessary to prevent a recurrence of the grievance.

Step 5: If all preceding efforts fail to provide a satisfactory solution to the employee or employees' grievance, the employee or employees may within two (2) working days request in writing a meeting with the members of the Executive Committee. It shall be the responsibility of the Executive Director to notify the members of the Executive Committee of the requested meeting, its purpose and to provide each member of the Committee written statements by the employee or employees involved in the grievance and the supervisory personnel concerned with the matter.

Step 6: A meeting of the Executive Committee will be held within ten (10) calendar days per receipt of the written request from the employee or employees, to consider solutions to the grievance. The employee or employees may have a representative of choice present at this meeting. The decision of the Executive Committee on the grievance shall be final.

Step 7: The decision on grievability may be appealed to the Circuit Court. The grievant shall notify the Executive Director of such appeal by filing a notice of appeal with the Executive Director within ten (10) calendar days after the grievant received the Executive Committee's decision. Within ten (10) calendar days after the filing of the notice of appeal, the Executive Director shall transmit to the Clerk of the Circuit Court a copy of the Executive Committee's decision on the Commission's grievability procedure, a copy of the notice of appeal, a copy of the grievance record, and copies of all exhibits. A list of evidence furnished to the Court shall also be furnished to the grievant. The appeal will be heard by the Court as provided by law. The employee shall be

responsible for their own legal expenses.

3.7.5 REDUCTION IN STAFF

An employee may be laid off when the position is abolished, or when there is a lack of funds or lack of work. So far as possible, employees with the shortest terms of service in the same rank and category should be laid off first. The skills needed to perform Commission duties will establish priority. Prior to such termination of employment, an employee shall receive at least ten (10) working days' notice, either by memorandum or by a copy of the Personnel Action, stating the reasons. Longer notice is desirable if possible.

3.7.6 RESIGNATION

An employee who intends to resign shall notify the Executive Director in writing at least fourteen (14) days prior to the last day of work. An employee who resigns without sufficient notice is subject to having the separation designated as unsatisfactory service unless there is valid reason for not being able to give sufficient notice. Longer notice is desirable if possible. The Executive Director may require the resigning employee to take any accumulated annual leave during the fourteen-day period prior to their departure, in lieu of a lump sum payment for such unused credits upon their separation.

3.7.7 TERMINATION/DISMISSAL

Prior to termination of employment, an employee shall receive notice; either by memorandum or by copy of the Personnel Action, stating the reasons; unless, in the judgment of the Executive Director, the violation is so flagrant as to render such notice inappropriate. An employee to whom notice is given may be directed to take remaining Annual leave. In the case of theft or serious destruction of official property, charge or conviction of a felony, an employee may be dismissed without previous warning or notice. Employees may be dismissed for cause with or without previous warning or notice. The following examples are of performance or actions which may lead to corrective action up to and including termination:

- Neglect of duty;
- Absence without leave, or failure to give proper notice of absence, to the detriment of the Commission;
- Incompetence or unwillingness to render satisfactory service, as shown by service, or as shown by service ratings below the satisfactory standard provided by these rules, or otherwise, to the satisfaction of the appointing authority;
- Mental or physical disability where the disability prevents the employee from performing duties specific to their position, in the absence of the eligibility for retirement;
- Use or possession of intoxicating beverages or controlled drugs while on duty;
- Conduct unbecoming an employee of the Commission such as to bring the Commission into disrepute, as by failure to pay, or make reasonable revision for the payment of, just debts;

- Willful violation of any of these rules;
- Conviction of any criminal act involving moral turpitude;
- Negligent or willful damage to public property or waste of public supplies or equipment;
- Use of bribery or political pressure to secure appointment advantages, or to have their opinion prevail;
- Material falsification of application.
- Improper outside activities as described in this manual
- Competency to perform the required duties with up-to-date skills
- Unsatisfactory performance
- Careless workmanship

The removal of an employee for partisan, racial, or religious consideration will be considered a violation of these rules.

3.7.8 SUSPENSION

An employee may be temporarily suspended without pay by the Executive Director for disciplinary purposes. Reasons for the suspension may include, but are not necessarily limited to, any action or inaction on the part of the employee which in the opinion of the Executive Director is detrimental to the efficient and harmonious conduct of the Commission's operations. When an employee is suspended, he will receive a written notice from the Executive Director stating the period of such suspension and the reasons for the action and whether such suspension is with or without pay and/or benefits.

4 COMPENSATION

4.1 PAYROLL

Every employee shall receive a salary or stated hourly compensation. Specific salaries and hourly compensation for each employee shall be determined by the Executive Director. In general, all employees are paid bi-weekly. If the regular payday falls on a company-recognized holiday, then employees will be paid on the work day before the regular payday. All employees are paid by electronic direct deposit.

Each employee will maintain a time sheet identifying the distribution of their time. Signed timesheets are to be submitted to the Fiscal Officer at the end of the work week on a bi-weekly basis using a template that will be provided at the start of employment. The Executive Director will approve and sign the employee time sheet, but may delegate that duty to the employee's immediate supervisor.

4.2 PAYROLL DEDUCTIONS

The Commission is authorized to make certain mandatory deductions from employee paychecks as required and permitted by law. The standard deductions are Social Security and Medicare, also referred to as FICA, and State and Federal taxes and contributions to the Virginia Retirement System and any contributions that may be required for health insurance coverage.

Additional deductions can include those mandated by court action or voluntary deductions authorized by the employee. State and Federal tax withholdings are determined by information provided by the employee on form W-4. Employees are required to advise the Fiscal Officer of changes in tax exemptions, marital status and home address.

4.3 GENERAL PAY PLAN

All employees of the Commission, excluding the Executive Director, shall be appointed, promoted, and advanced in accordance with the General Pay Plan. The most current pay plan is included as an attachment to this manual.

4.4 PROMOTION

The Executive Director has discretion to promote employees within the organization. When an employee is promoted, their salary shall be adjusted to the appropriate pay grade, but not less than the pay received for the position held at the time of promotion.

4.5 DEMOTION

As a method of discipline, an employee may be demoted on a base salary not to exceed a ten (10) percent reduction.

4.6 OVERTIME

Any time worked in excess of 40 hours per week is considered overtime for FLSA Non-Exempt employees. Overtime pay as defined herein shall be to all part time Non-Exempt employees at a rate of one and one-half times the eligible employee's normal hourly base rate of pay. Overtime incurred by full time Non-Exempt employees will be compensated with leave awarded at a rate of one and one-half times. In general, FLSA Non-Exempt employees who earn this overtime or compensatory leave should plan to take the leave within the same or next pay period.

Overtime must have prior approval from the Executive Director.

Employees in FLSA Exempt positions are generally ineligible to earn compensatory leave. FLSA Exempt employees are expected to manage their time effectively to achieve work expectations.

In instances where an employee anticipates an excess of hours worked over the 40-hour work week standard, they should make plans to balance their time to the total expected work or leave hours within the pay period.

Special circumstances may occur when an FLSA employee may be approved to accrue compensatory leave; such approval shall be granted by the Executive Director, shall not exceed twenty (20) hours, and shall be coordinated with the Fiscal Officer.

4.7 PERFORMANCE RECOGNITION

The Commission promotes excellence in its workforce. There are no automatic merit or award pay increases. In exceptional circumstances the Executive Director may grant an award to Commission employees. The Executive Director has discretion, within the limitations of a budget approved by the Commission and based on the employee's contributions to the agency, to award pay increases, paid time off, bonuses, or certificates and other forms of recognition.

4.8 SALARY ADJUSTMENTS

Within the salary ranges previously set down and subject to the availability of funds, increases or decreases will be made in the salaries of permanent staff members following the process under Salary Reviews, as listed above. The two types of adjustments in pay are as follows:

- a) Cost of Living - Subject to availability of funds, a cost-of-living increase may, but is not required to, be granted annually.
- b) Merit – A merit increase in pay, in addition to a cost-of-living adjustment, may be awarded to employees who, by initiative and diligence, have accomplished outstanding job performance.

When any adjustment in the salary of a permanent employee is made as outlined above, the Executive Director will execute a notification of salary adjustment and inform the employee in writing of the amount of such an increase or decrease and its effective date.

5 BENEFITS

5.1 BENEFITS PROGRAM OVERVIEW

This chapter contains a general description of the current employee benefits program offered by the Commission. The benefits program is subject to change on an annual basis.

Detailed information regarding benefits is provided in the new hire orientation packet and is also available from the benefits administrator. To the extent any of the information contained in this

manual is inconsistent with official plan documents, the provisions of the official documents will govern in all cases.

5.2 GROUP HEALTH

The Commission is a member of The Local Choice, a Health Benefits Program created by the General Assembly in 1989 to provide health coverage to local governments and political subdivisions. The benefits package includes medical, dental, prescription drug, vision and behavioral health coverage. Please refer to the plan's benefits summary, given at orientation and available from the benefits administrator, for coverage details. Employee coverage is paid 90% by the Commission, with the employee paying the remaining 10%. Any additional coverage or family coverage is paid 2/3 by the Commission, with the employee paying the remaining 1/3.

All full-time employees are eligible to participate in The Local Choice program. Coverage is effective the first day of the month following hire date, if other than the first. For example;

- Hire date is October 1, coverage begins October 1
- Hire date is October 15, coverage begins November 1

Additional information is available from the benefits administrator and by contacting The Local Choice.

5.3 WORKERS' COMPENSATION INSURANCE

Workers' Compensation Insurance provides benefits for an employee in the event of certain occupational illnesses, injuries, or death.

An employee must immediately report all job-related injuries or illnesses to their supervisor, regardless of severity. All employees of the Commission are covered by Workers' Compensation Insurance.

For additional information and guidance, please refer to ***Workers' Compensation Administrative Procedures*** in the Attachment Section.

5.4 SHORT TERM/LONG TERM DISABILITY

The Commission provides short term and long-term disability coverage for full-time employees who are members of the Virginia Retirement System hybrid plan. This coverage offers income protection in the event an employee is unable to perform job duties due to a non-work related disability. Work related claims are processed in conjunction with Workers' Compensation Insurance.

5.5 VIRGINIA RETIREMENT SYSTEM

The Commission participates in the Virginia Retirement System (VRS) through the Commonwealth of Virginia. Membership in VRS is a condition of employment for all regular full-time employees.

VRS provides a monthly payment to eligible members when they retire and for as long as the member lives. Retirement benefits are determined by a calculation using salary, years of membership, and age at retirement. VRS also provides a life insurance benefit of 2x the employee's salary in the event of natural death and 4x the employee's salary for accidental death. Employees contribute a portion of compensation each month to VRS through pre-tax salary reduction. Additionally, the Commission makes contributions to VRS on behalf of each employee.

Additional information is available from the benefits administration office and by contacting VRS directly.

5.6 EDUCATIONAL AID

It is the position of the Commission to encourage employees to obtain training designed to develop the employee's value to the organization and to prepare individual employees for professional advancement.

The Executive Director may authorize Commission payments for professional development as needed to raise staff competence levels in specific work areas, provided funds are available in the Commission budget. The cost of training and related expenses undertaken at the direction of the Executive Director shall be paid in full by the Commission. For training requested by an employee, the employee may receive reimbursement of tuition costs if (1) the training was approved in advance by the Executive Director and (2) the employee shows successful completion of the course.

5.7 PROFESSIONAL MEMBERSHIPS

Fees for those organizations in which employee membership may be required by the Executive Director will be paid by the Commission. At the request of the employee, and discretion of the Executive Director, the Commission may reimburse all or a portion of their membership fee in a work-oriented professional society, providing such fees fall within the Commission's approved budget. No fees will be paid for new employees except those coming due and payable upon or after employment as approved by the Executive Director. All publications and materials received in connection with the employee's membership will remain the property of the employee.

6 PAID TIME OFF & OTHER ABSENCES

6.1 LEAVE PROGRAM

This chapter describes the Commission's paid time off and holiday leave programs and addresses other work absence situations. An absence without authorized leave during required working hours shall be treated as an absence without pay. Employees who are absent without approved leave are subject to disciplinary action.

6.2 HOLIDAY LEAVE

The Commission observes those days designated by the Governor of Virginia as holidays of the Commonwealth. Full time employees are granted holiday leave with pay for observed holidays. All permanent full-time, permanent part-time and temporary full-time employees will be paid at their normal rate of pay for all observed holidays. Part time employees are granted holiday leave with pay for observed holidays that land on their scheduled work day.

Any employee desiring to work on an approved holiday and scheduling the day off at a later date may do so with prior approval by the Executive Director or immediate supervisor.

Holidays falling within a period of scheduled paid time off will be charged to holiday leave.

6.3 ANNUAL LEAVE

In addition to holiday leave, the Commission's Annual Leave program allows you more flexibility to use your paid time away from your job to meet personal needs. Full-time employees receive Annual Leave that may be used for vacation, personal business, or other uses as approved by the Executive Director. Annual Leave may also be used to supplement sick leave used to satisfy the short-term disability elimination period and to supplement short-term disability benefits not paid at 100%, and to supplement approved bereavement leave.

Full-time employees receive Annual Leave based on continuous length of service. For the purpose of accruing Annual Leave, a new employee shall be considered to have earned Annual Leave upon completion of the first full pay period. Annual Leave accrues and is posted to the employee's record each pay period according to the following schedule:

Years of Service	Hours Accrued per Month	Number of days of Annual Leave earned per year	Maximum days Accumulation
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0-5 years (60 months or less)	8	12	30
6-10 years (61-120 months)	10	15	36
10 years or more (121 months or more)	12	18	42

Changes in Annual Leave accrual rates shall be made the month following the anniversary date.

Annual Leave will accrue when an employee is on active pay status. Absences with pay do not affect Annual Leave accrual. An employee shall not accrue Annual Leave when in a non-pay status, i.e., administrative leave of absence, suspension or while out of work due to a workers' compensation injury/illness.

Requesting Annual Leave

Annual Leave should be scheduled so the on-going work effort and deadlines are not disrupted. Employees will not be permitted to take Annual Leave before it is earned. Employees are encouraged to utilize the Annual Leave benefit during the year in which it is accumulated. Annual Leave is allowed on a half-hour basis.

All requests for Annual Leave must be submitted in advance, except in cases of illness or emergency, and approved by the Executive Director. The Executive Director shall be notified two to five work days in advance of a planned absence of less than five working days and shall approve such absence. The Executive Director shall be notified four weeks in advance of a planned absence of five or more working days and shall approve such absence.

Disposition of Accumulated Annual Leave at Separation

A full-time employee leaving the Commission's service is entitled to payment, at the current rate of pay, for earned Annual Leave up to the maximum accrual. Payment of accumulated Annual Leave or other termination pay may be withheld whenever an employee leaving the Commission fails to return issued Commission property or is otherwise indebted to the Commission. At their discretion, the Executive Director may require the departing employee to take earned annual leave prior to leaving, in lieu of a lump sum payment of such unused credits upon separation.

In the event of death, payment will be made to the employee's beneficiary or estate.

Payment of accumulated Annual Leave will not be made to employees who are terminated for the violation of company policies and/or regulations or to employees who resign without appropriate notice as described Section 3.7.6 of this manual.

6.4 SICK LEAVE

Sick leave is absence from work without loss of pay that is granted to an employee who is unable to work because of illness or injury or who has a medical, dental, optical appointment, consultation, or serious illness of immediate family member. Such leave may not be used for vacation or other purposes. A maximum of three days at a time may be granted in the case of illness in the immediate family (i.e., parents, spouse, children, or any family member residing in the home). All permanent full-time employees are eligible for the provision of sick leave.

Sick leave is earned at the rate of one day for each completed month of employment, to a maximum of 90 working days. Upon separation from Commission employment, all sick leave credits are lost.

Approval of sick leave in advance will be sought when practicable. The employee will notify his supervisor of the need for sick leave as soon as possible so that arrangements can be made for performance of duties during his or her absence. In cases of absence due to illness, a physician's certificate may be required by the Executive Director in support of the leave claim.

6.5 BEREAVEMENT LEAVE

Bereavement leave up to three days may be granted to permanent full-time employees for the death of the following family members: Parents, spouse, children, brother, sister, grandparents or any family member residing in the home.

6.6 CIVIL LEAVE

An employee shall be granted civil leave with full pay for any absence necessary for serving on a jury or being summoned or subpoenaed to appear in any court of law or equity, except if the employee is a defendant in such proceedings. The employee is required to give reasonable notice of anticipated leave. Employees are not required to use Annual Leave for civil leave.

6.7 FAMILY AND MEDICAL LEAVE (FMLA)

The Commission extends eligibility to employees under the federal Family and Medical Leave Act of 1993 (FMLA), which entitles eligible employees to take up to 12 weeks of paid or unpaid job-

protected leave in a 12-month period commencing with the employee's initial request for leave under the FMLA.

The FMLA contains provisions on employer coverage; employee eligibility for benefits; entitlement to leave; maintenance of health benefits during leave; job restoration after leave; notice and certification of the need for leave under the FMLA; and protection for employees who request to take such leave.

An employee who has been employed by the agency for 12 months or more and has actually worked at least 1,250 hours in that 12-month period commencing with the employee's employment anniversary date may be eligible under the FMLA for up to 12 workweeks of paid or unpaid family and medical leave in the following cases:

- to care for any family member (as defined in the FMLA) who has a serious health condition and is incapable of care;
- for a serious health condition which makes the employee unable to perform the employee's job;
- for the birth, adoption or placement for foster care of a son or daughter of the employee and to care for such child. The leave must be taken during the 12-month period following the birth or placement. If both affected parents work for the Commission, they are entitled to a total of 12 weeks leave combined;
- for a "qualifying exigency" arising out of the fact that an employee's spouse, parent, son or daughter is on covered active duty or has been called to active duty in the Armed Forces; or
- for military caregiver leave (also known as covered service member leave) to care for an ill or injured service member. Eligible employees are entitled to a total of 26 weeks of unpaid "military caregiver leave during a single 12-month period to care for a family member (as defined in the FMLA) who is a member of the armed forces that is undergoing medical treatment or recovery.

Once the allowable leave under FMLA is exhausted within the 12-month period commencing with the employee's start of FMLA related leave, FMLA coverage ends for that 12-month period.

Under some circumstances, employees may be protected under FMLA intermittently which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If FMLA is used for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. Leave associated with FMLA may be taken intermittently whenever medically necessary to care for a seriously ill family member as defined in the FMLA, or because the employee is seriously ill and unable to work.

In the case of illness, a certification from the attending physician or other health care provider will be required. Leave associated with FMLA should be requested 30 days in advance unless there is a medical emergency, or as soon as practical, and the employee must be certified by the executive director as eligible for FMLA. Employees may use any accumulated paid time off, when appropriate,

before going into a leave without pay status. Also, the Commission may require an employee to use annual or sick leave prior to granting unpaid leave.

Employees may also be required to provide:

- second or third medical opinions (at the employer's expense) and periodic re-certification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for a family member as defined in the FMLA or the employee's own serious illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the operation of the agency.

When on unpaid leave under the Family and Medical Leave Act, the employee's health care coverage may continue. The employee is to pay his share of the health care premium to the agency. If the employee fails to return to work, unless it is for a medical disability, the employee is to reimburse the agency for its portion of the premium paid. All other benefits will be treated the same as an employee who is in leave without pay status.

6.8 MILITARY LEAVE

Military leave, which will be granted in addition to leave benefits otherwise allowable, is granted to employees who will be temporarily absent from their jobs for one of the following reasons:

- a. Report for military physical examination – one day
- b. Active duty for a member of the Virginia National Guard or Naval Militia when summoned under emergency orders of the Governor – number of days specified in order allowed.
- c. Active duty for a member of the reserve components of the U.S. Army, Navy, Air Force, Marine Corps, or Coast Guard, when recalled to active duty - number of days specified.

All permanent employees are eligible for military leave privileges. For leave not exceeding 7 days, the employee will be compensated by the Commission for the number of days allowed at normal rate of pay. All military leave beyond 7 days will be without pay. The employee will not receive credit for or accrue any sick or annual leave benefits during a military leave.

6.9 WORKMEN'S COMPENSATION LEAVE

Leave benefits are provided under the Workmen's Compensation Act when an employee is unable to work because of an accident arising out of and in the course of his employment. In such a case, the employee's absence from work will not be charged against his earned annual or sick leave credits unless one desires to use their accumulated leave benefits for that purpose.

All employees are covered under the provisions of the Workman's Compensation Act, including temporary and part-time personnel.

6.10 LEAVE OF ABSENCE

Leave without pay, as used in this section, is an approved absence from duty in a non-pay status. The Executive Director may approve a leave of absence when deemed in the best interest of the Commission and employee. Requests for leaves of absence are to be submitted in writing to the Executive Director. An employee shall not be granted leave without pay before consuming all accumulated Annual and Sick Leave. An employee does not accrue Annual or Sick Leave while on leave without pay, and shall accrue no other benefits. Such leave shall not exceed a period of 60 calendar days

The decision to approve or disapprove a leave of absence without pay is based on the circumstances, the length of time requested, the employee's job performance, attendance and punctuality record, the effect the employee's absence will have on the work of the Commission, and the expectation the employee will return to work when the leave period expires. In certain circumstances, the Executive Director may require reimbursement of health insurance premiums.

No leave of absence will be granted in situations where the overall performance of the Commission and its ability to serve its local governments will be irreparably damaged.

7 PROCEDURES AND GUIDELINES

7.1 ATTENDANCE AND PUNCTUALITY

Employees are hired to perform an important function as part of a team. As with any group effort, it takes cooperation and commitment from everyone to operate effectively. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. Good attendance is something that is expected from all employees and is an important responsibility – both to the Commission and to co-workers.

The Commission's office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday. The normal work hours of Commission employees shall be the same as the office hours; however, the Commission recognizes core Office Hours from 9:00 a.m. to 4:00 p.m. All employees are expected to be in the office during Core Office Hours except for outside meetings or other approved leave. Arrival or departure from work on either end of the Core Office Hours is authorized without prior approval from the Executive Director. In the event that hours worked are less than 40, employees will be required to utilize leave in order to receive compensation for missed time.

It is understood that there may be times when an employee's tardiness or absence cannot be avoided. When an employee knows they are going to be late or absent, they should notify the Commission office prior to 9:00 a.m. An employee who fails to contact the office may be subject to disciplinary action.

Telecommuting or working at home may be permitted with approval by the Executive Director. A copy of the Commission's telework policy is incorporated here by reference and included as an appendix to this document.

7.2 APPEARANCE

Personal appearance, cleanliness, and neatness are vitally important to one's job and relationships with others. Common sense and consideration for others must be exercised in matters of personal hygiene. Employees are expected to dress in a professional manner whether in the office or working out in the field. If necessary, questions of proper attire and hygiene will be addressed by the Executive Director or immediate supervisor whose decision will be final.

7.3 PROFESSIONAL EMPLOYEE ETIQUETTE

In order to assure orderly operations and provide the best possible work environment, the Commission expects employees to follow certain office procedures. As part of professional employee etiquette, all Commission employees shall:

- Treat all individuals, including subordinates, fellow employees, and management alike, and those whom they serve, with respect, courtesy and tact. This includes consideration for all points of view on any subject and in all forms of communication within the office and while representing the Commission outside of the office.
- Comply with rules and regulations governing hours of work, absences, use of leave.
- Comply with a proper order of an authorized supervisor.
- Dress appropriately in accordance with adopted procedures.
- Telephone calls, visitors, and mail which are personal in nature should be handled by employees out of the office and during non-working hours.
- Cell phones shall be turned off or set to silent or vibrate mode during working hours.
- Adhere to the Commission vehicle procedures.
- The Commission's resources shall not be used to solicit business opportunities for personal gain. The Commission's no solicitation rule applies equally to electronic resources.

7.4 CONFLICT OF INTEREST

No employee of the Commission shall engage in any financial or other interest which might

negatively impact the performance of their duties.

Employees shall not, without proper authorization, disclose confidential information concerning the Commission.

Employees shall not accept any gift or favor from a citizen, corporation, or firm that is intended to influence their decision or discharge of their duties. Business dealings with other organizations or companies should not result in personal gains for any party. "Personal gains" are defined as bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls that will benefit either party.

Employees shall not represent private interests before the interests of the Commission, unless they are doing so as a member of a civic organization or is speaking on an issue of general public interest.

Employees shall inform the Commission of potential conflicts consistent with the Virginia Conflicts of Interest Act (See § 2.2-3100).

7.5 SECONDARY EMPLOYMENT

In order to minimize the potential for conflict of interest, the Commission discourages secondary employment. Any employee seeking secondary employment shall obtain approval from the Executive Director prior to accepting a position outside of Commission employment. It should be known that the employment with the Commission is primary. In the event the secondary employment interferes with the employee's performance, attendance or ability to do their job, the employee may be asked to discontinue dual employment. Employees who have secondary employment at the time of hire must have approval of the Executive Director to continue the secondary employment.

7.6 POLITICAL ACTIVITY

All employees are free to engage in political activity to the widest extent consistent with the restrictions imposed by law. Because the agency receives federal funds, the federal Hatch Act is recognized as Commission policy, which applies to the political activity of certain state and local government employees. Covered employees under the act are persons principally employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants.

Employees with questions regarding political activity and eligibility under the Hatch Act may seek guidance from their supervisor or the executive director but are encouraged to review the

current federal language or seek a legal opinion prior to undertaking questionable activity.

In general, the Hatch Act, as of the drafting of this policy, provides that Commission employees may:

- run for public office in nonpartisan elections;
- campaign for and hold office in political clubs and organizations;
- actively campaign for candidates for public office in partisan and nonpartisan elections; and
- contribute money to political organizations and attend political fundraising functions.

Covered state and local employees may not:

- be candidates for public office in a partisan election;
- use official authority or influence to interfere with or affect the results of an election or nomination;
- directly or indirectly coerce contributions from subordinates in support of a political party or candidate; and
- discriminate in favor of or against any person or applicant for employment or services based on political affiliation or activity.

Additionally, employees may, under specific circumstances, seek the advice of the Commission's legal counsel or the Office of the Commonwealth's Attorney.

Commission employees shall not engage in any political activities or advocate for any candidate while performing their public duties, representing the Commission outside of the Commission property, or at any time on Commission property. Employees are prohibited from engaging in political activities while performing their public duties and from using Commission time, supplies or equipment in any political activity.

Nothing in this section shall be construed to prevent Commission employees from voting with complete freedom in any election. Any violation of this policy must be reported to the Executive Director. Violation of any provision of this section shall be deemed sufficient cause for disciplinary action.

7.7 CREDIT CARD

Employees may be issued a Commission credit card for required agency travel or other purchases. Commission credit cards cannot be used to obtain cash advances, bank checks, traveler's checks, electronic cash transfers, or for personal expenses. The card may be used for gratuities when

allowable purchases are made related to travel and/or official Commission business. Gratuities shall not exceed 20%.

Any employee desiring to purchase supplies or other materials for use on the job other than the routine stock of supplies kept in inventory, will obtain authorization from the Executive Director for expenditures over \$50.00. Single purchases costing more than \$25.00 will also require the approval of the Executive Director.

Misuses of the card will result in cancellation of the card and withdrawal of credit card privileges. If the card is used for an employee's personal expenses, the employer reserves the right to recover these monies from the employee cardholder.

Cards are issued in the name of the individual and the Commission. The employee is responsible for the security of the card. Lost or stolen cards must be reported immediately to the credit card company and the Fiscal Officer.

Commission credit card expenditures must be reconciled and submitted with original receipts to the Fiscal Officer.

7.8 TRAVEL

The Commission accommodates individuals traveling on official business, as approved by the Executive Director. When planning for travel, economy, prudence, and necessity are of primary concern. The use of Commission resources to accommodate personal comfort, convenience, and taste is not permitted. Employees are encouraged to seek ways to reduce travel costs – expenses must be reasonable and necessary as described in this manual.

Travel expenses, whether using the Commission credit card, or out of pocket costs, must be reconciled and submitted with original itemized receipts to the Fiscal Officer.

The Commission provides the following resources to assist with travel:

- Credit Cards
- Reimbursement for eligible expenses
- Participation in a rental car program

Expenses NOT eligible for reimbursement include, but are not limited to:

- Lost, stolen, or damaged personal property
- Alcoholic beverages
- Clothing
- Movies charged to hotel bills

- Expenses related to the personal negligence of the traveler, such as: fines
- Entertainment expenses
- Expenses for non-Commission employees

The Commission will reimburse on a per diem rate basis only when a granting agency requires such per diem rates as part of its grant agreements or reimbursement policies. In all other instances, the Commission will reimburse travel for eligible costs with proper documentation.

7.8.1 TRAVEL PLANNING

Travelers must prepare an estimate of the total cost of any proposed overnight travel. Total cost estimates should include: lodging, mileage, airfare, registration or other course fees, and meals. The Executive Director must authorize all trips prior to travel.

7.8.2 LODGING

Lodging is an eligible expense for Commission employees traveling overnight on official business. Each employee is allowed to have their own room. The Commission recognizes lodging accommodations vary depending on the destination, but all expenditures must be necessary and reasonable. As a political subdivision, the Commission is eligible for the "Government Rate;" which creates additional eligible lodging choices. Primary responsibility for ensuring the reasonableness of lodging costs rests with the Executive Director.

In general, travelers are required to seek accommodations consistent with the ***Commonwealth of Virginia Travel Policy***. Eligible lodging costs are limited to the actual expenses incurred up to the guideline amount, plus hotel taxes and surcharges. Expenses in excess of the Travel Policy will not be reimbursed, unless approved in advance, by the Executive Director.

Travelers who do not plan with careful consideration to these guidelines will bear the additional expense personally.

7.8.3 TRANSPORTATION

Transportation costs are eligible expenses for Commission employees traveling on official business.

For work-related vehicle travel, employees shall be reimbursed for actual miles traveled in a personal vehicle at a reimbursement rate equivalent to the current IRS standard mileage rates. The Commission also participates in a vehicle rental program through the Commonwealth of Virginia. For work-related vehicle travel outside of the region, or overnight travel, employees shall compare costs between vehicle rental and mileage reimbursement and select the most economical option. Employees electing to use their personal vehicle as a matter of convenience, without prior approval from the Executive Director, will not be reimbursed for mileage. The

employee will also be reimbursed for out-of-pocket expenses such as parking and tolls required by their travel. All reimbursement for such expenses shall be paid only upon tender of itemized receipts.

For trips greater than 200 miles, employees are expected to evaluate the costs of public air, vehicle rental, bus/transit, shuttle/taxi, and train. Total travel costs should not exceed the most economical mode (example: vehicle mileage may not exceed the most economical public air transport fare). Travel routing shall be measured by the most direct and practicable route.

7.8.4 MEALS AND INCIDENTAL TRAVEL

Generally, meals and certain incidental travel costs are eligible expenses for Commission employees traveling overnight or outside Commission offices on official business. Standard meal and incidental reimbursements (including all related taxes and tips) are provided for up to the GSA per diem rate for eligible expenses with proper documentation.

Business meals, in general, should involve an overnight stay to qualify for reimbursement. However, business meals are eligible if: approved by the Executive Director, involves substantive and bona fide business discussions, list by name all persons involved in the meal or the number in a group conference, and include the original itemized receipt.

7.8.5 REPORTING

Employees are responsible for reporting travel expenses and properly documenting the usage of Commission-owned resources. In addition to preparing appropriate Commission reports, the employee is responsible for reporting and adhering to grant funding agencies travel policies. Travelers should always use prudent judgment and remember that all travel expenses are open to the public and must be able to sustain the test of public view.

7.9 USE OF PERSONAL VEHICLE

Employees who operate personal vehicles for Commission business are required to carry at least the minimum liability coverage, as required by the Commonwealth of Virginia on their personal vehicle. Employee's personal insurance will be responsible for paying claims resulting from accidents when the employee uses their personal vehicle for Commission business.

7.10 INTELLECTUAL PROPERTY POLICY

All works created by employees and non-employees such as consultants and independent contractors, who create works on behalf of the Commission in the course of employment duties and constitutes work for hire under US law, shall become property of the Commission unless a written agreement exists to the contrary.

7.11 DATA USE & MANAGEMENT

The value of data as an agency-wide resource is increased through its widespread and appropriate use. The value of data is diminished through misuse, misinterpretation, or unnecessary restrictions to its access. For these reasons, all Commission employees have permission to access regional data.

Employees are expected to access regional data only in their conduct of Commission business, to only access the data needed to perform their jobs, to respect the confidentiality and privacy of individuals whose records they may access, and to observe any ethical restrictions. In addition, employees should abide by applicable laws or policies with respect to access, use, or disclosure of information. Employees should not disclose data to others except as required by their job responsibilities, use data for their own or others' personal gain or profit, or access data to satisfy personal curiosity.

Much of the material produced by the Commission is considered available to the public through the Freedom of Information Act (FOIA); however, if an employee wishes to use such information for personal or other activities outside of their work for the Commission, they must notify the Executive Director that they wish to do so and specifically request permission to use the information. Any member of the public requesting documents from the Commission should file a request under the FOIA policy established by the Commission. See Section 8.5.

8 COMMUNICATIONS

8.1 GENERAL COMMUNICATION POLICY

This policy generally describes our guidelines with regard to representing the Commission and the use of the Commission's communication resources.

Employees should use the Commission's resources with the understanding that these are provided for the benefit of the Commission's business. Accordingly, employees should use these resources to further the Commission's ability to conduct its business and represent the Commission in a manner that is consistent with performance of their duties and responsibilities. Employees should never use the Commission's resources for personal use in a manner that interferes with work or any responsibilities to customers. Additionally, all employees are responsible for ensuring that they use the Commission's resources and represent the Commission in an effective, ethical and lawful manner.

8.2 ELECTRONIC RESOURCES

These guidelines apply to all electronic resources owned and/or provided by the Commission including, but not limited to, computers, servers, phones, fax, printers, and internet access. Sending, saving, accessing, or viewing offensive material is prohibited. Messages stored and/or transmitted by the Commission's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the Internet, email, or any other electronic resource to harass or discriminate is unlawful and strictly prohibited by the Commission. Violators may be subject to administrative action (See Section 3.7), up to and including discharge.

Unless otherwise noted, all software on the Internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

Loss, damages, or theft of Commission property should be reported to an immediate supervisor at once. Negligence in the care and use of the Commission's property is grounds for administrative action.

Upon termination of employment, the employee must return all Commission property, in his or her possession or control.

8.2.1 SOFTWARE CODE OF ETHICS

Employees may not duplicate any licenses, software or related documentation for use either on the Commission's premises or elsewhere unless the Commission is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Commission to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to anyone outside the agency including contractors, customers, or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the Internet and install it on their PCs without prior authorization from the Executive Director. The Commission reserves the right to audit any PC or laptop to determine what software is installed on the local drive(s).

8.3 ELECTRONIC SECURITY

All computers and the data stored on them are and remain at all times the property of the Commission. As such, all messages created, sent or retrieved over the Internet or the

Commission's electronic mail systems are the property of the Commission, and should be considered Commission information. The Commission reserves the right to retrieve and read any message composed, sent or received using the Commission's electronic resources, including all computer equipment and the electronic mail system.

Employees should be aware that, even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, Internet and electronic mail messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Moreover, duplicates of e-mail transmitted through a personal, web-based e-mail account using Commission equipment could be stored on that equipment; likewise, information regarding Internet sites that an employee has accessed may also be stored.

Each employee is issued a user-id/password combination to be used for that employee's workstation or laptop. The Commission maintains a master list of passwords and maintains the right to logon to any Commission issued equipment at any time without the consent of the employee.

8.3.1 VIRUS PROTECTION

The Commission maintains virus protection software on all network servers and computers. The software monitors the file system and quarantines viruses found on Commission computers. Employees are encouraged to exercise caution in downloading materials from unsecured sites.

Any computer virus or other suspected cybersecurity incident shall be reported to the Executive Director and/or their designee immediately.

8.4 COMMUNICATIONS ISSUED AS A COMMISSION EMPLOYEE

8.4.1 EMPLOYEE RESPONSIBILITY

Each employee is responsible for the content of all text, audio or images that they place or send using the Commission's resources as well as any statements they make while representing the Commission. All communications you send should identify you as the sender. Messages should not be transmitted under an assumed name. Employees or other users may not attempt to obscure the origin of any message. Employees who wish to express personal opinions on the Internet should use personal email accounts and addresses on their own time.

The Commission maintains the right to screen all inbound and outbound email content. Employees should not use Commission resources (including the telephone) for personal communications.

8.4.2 PUBLIC STATEMENTS

The following rules provide guidance for the granting of public fact and Commission policy and positions. Non-compliance will be considered sufficient grounds for administrative action (See Section 3.7).

Work Related Statements

Commission employees are authorized to make public statements of fact regarding projects within their areas of expertise. Any such statement shall be made based upon the best judgment of the individual employee. The Executive Director shall be kept informed of requests and subject matter of such public statements.

Policy Statements

No press conferences, statements, releases, interviews, or other official communication of Commission policy shall be made or granted by any employee without prior knowledge and approval of the Executive Director. Any statement or correspondence involving Commission policy or position will not be released without the approval of the Executive Director.

8.4.3 MAINTENANCE OF CORRESPONDENCE

As a Commission employee, your project information is subject to the Freedom of Information Act (FOIA). This includes email and other written correspondence. Paper and electronic correspondence essential to the project should be maintained during the project term. Essential files should be saved in the permanent files. For projects that do not include a final report submitted to the permanent files, correspondence should be saved as long as funding agency or other governing requirements direct. The Commission encourages staff to maintain an organized archive of emails to facilitate responses to any FOIA requests the Commission may receive.

8.4.4 SOCIAL MEDIA

When participating in social networking, you are representing both yourself personally and the Commission. The Commission believes social networking is a very valuable tool and advocates the responsible involvement of all the Commission employees in this space. While this online collaboration is encouraged, the following policy sets forth guidelines for appropriate online conduct to avoid the misuse of this communication medium.

Policy Guidelines

If you are posting to personal networking sites and are speaking about job related content or about the Commission, identify yourself as a Commission employee and use a disclaimer and make it clear that these views are not reflective of the views of the Commission. *"The opinions expressed on this site are my own and do not necessarily represent the views of the Commission."*

Do not post any financial, confidential, sensitive or proprietary information about the Commission or any of our clients and candidates.

Speak respectfully about our current, former and potential customers, partners, employees and competitors. Do not engage in name-calling or behavior that will reflect negatively on you or the Commission's reputations. The same guidelines hold true for the Commission vendors and business partners.

As a Commission employee, be aware that you are responsible for the content you post and that information remains in cyberspace forever.

Use privacy settings when appropriate. Remember, the internet is immediate and nothing posted is ever truly private nor does it expire.

If you see unfavorable opinions, negative comments or criticism about yourself or the Commission, do not try to have the post removed or send a written reply that will escalate the situation. Forward this information to the Executive Director.

Many sites like Facebook and Twitter blur the lines between business and personal. Keep this in mind and make sure to have a balance of information that shows both your professional and personal sides. And always balance negative with positive comments.

Be respectful of others. Think of what you say online in the same way as statements you might make to the media, or emails you might send to people you do not know. Stick to the facts, try to give accurate information and correct mistakes right away.

Do not post obscenities, slurs or personal attacks that can damage both your reputation as well as the Commission's.

When posting to social media sites, be knowledgeable, interesting, honest, and add value. The Commission's outstanding reputation and brand is a direct result of our employees and their commitment to uphold our core values of Integrity, Dedication, Teamwork and Excellence.

Do not infringe on copyrights or trademarks. Do not use images without permission and remember to cite where you saw information if it's not your own thoughts.

Be aware that you are not anonymous when you make online comments. Information on your networking profiles is published in a very public place. Even if you post anonymously or under a

pseudonym, your identity can still be revealed.

Users who violate the policy may be subject to administrative action, up to and including termination of employment. If you have any questions about this policy or a specific posting out on the web, please contact the Executive Director.

8.5 FREEDOM OF INFORMATION ACT (FOIA)

The Virginia Freedom of Information Act guarantees citizens of the Commonwealth and representatives of the news media access to public records held by public bodies, public officials and public employees. The Commission is a public entity and must comply with FOIA for items pertaining to Virginia State Code and/or the Commission's Operations Manual.

9 INTERPRETATION OF REGULATIONS

9.1 PROCEDURE FOR CLARIFICATION

If questions arise concerning clarification of provisions in this manual, please contact your supervisor or the Executive Director. Matters of interpretation shall go to the Executive Director for determination.

9.2 SEVERABLE CLAUSE

If a provision of this manual is found to be invalid or unenforceable as a result of court ruling or legislative action, the remaining provisions will remain in effect. Such a finding shall not affect the validity of the manual as a whole.

9.3 REPEAL OF CONFLICTING REGULATIONS

Much of the information contained in this manual is drawn from relevant laws, regulations, and policies. Should there be a conflict between any statement, fact or figure presented here, and the current laws, regulations and policies, the latter takes precedence.

A

TTACHMENTS

WORKERS' COMPENSATION ADMINISTRATIVE PROCEDURES

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 Insurance provides benefits for an employee in the event of certain occupational illnesses, injuries, or death.

Reporting

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

The Executive Director or Benefits Administrator shall immediately complete an accident report and submit this report to its workers' compensation provider, VML Insurance. Delays in reporting can jeopardize the employees' rights under the workers' compensation law and subject the Commission to penalties, which can be assessed by the Virginia Workers' Compensation Commission. All accident reports shall be submitted to the workers' compensation provider within 24 hours of the notification of a work-related injury or illness.

Panel of Physicians

The Commission's insurance provider has developed 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 if the employee intends to receive medical attention. The supervisor shall provide the employee with a copy of the signed Panel.

Treatment by a physician or medical facility outside of the approved Panel of Physicians 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.

Medical Treatment

An employee shall not utilize health insurance for situations believed to be work related, unless the claim is denied by the workers' compensation carrier.

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 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.

If the absence is longer than seven days, the employee will receive compensation benefits from VML Insurance Programs in accordance with the provisions of the Virginia Workers' Compensation Act.

If 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 VML Insurance Programs, compensation for the first seven days. The employee may turn this payment over to, or reimburse the Commission for the amount of compensation awarded to the employee for the first seven days of absence and the Commission shall reinstate the employees' earned leave. Because workers' compensation benefits are not taxable, the Commission shall make a taxable adjustment on this pay.

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

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

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

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

Return to Work – Light / Modified Duty:

The Commission 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.

Personnel Manual Receipt/Abide Acknowledgement Form

I acknowledge that I have received a copy of the Rappahannock-Rapidan Regional Commission's Personnel Manual.

I understand it is my responsibility to read, familiarize myself with the content, and understand and abide by the matters set forth in this Personnel Manual. I agree that if there is any policy or provision in the manual that I do not understand, I will seek clarification from Commission management.

This manual, approved by the Commission on August 24, 2022, supersedes all prior publications. The Commission reserves the right to modify, amend, or rescind the provisions of this manual.

I understand that no statement contained in this manual creates any guarantee of continued employment or creates any obligation, contractual or otherwise, on the part of the Rappahannock-Rapidan Regional Commission.

I understand the Rappahannock-Rapidan Regional Commission is an "at will" employer and as such employment with the Commission is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

I understand and acknowledge that the Rappahannock-Rapidan Regional Commission has the right, without prior notice, to modify, amend, or terminate policies, practices, benefit plans, and other institutional programs within the limits and requirements imposed by law.

Please sign and date receipt and return to the Fiscal Officer's office.

Signature: _____

Printed Name: _____

Date: _____



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 15, 2022
Subject: FY 2024 Local Funding Requests

The Regional Commission expects to receive annual dues requests from local governments beginning in September in advance of the local budget cycle for FY 2024. Reviewing these requests in August eliminates the need for staff to request an extension from Fauquier County and facilitates our ability to submit dues requests upon receipt from each member jurisdiction thereafter.

The Regional Commission annually submits two funding requests to member local governments – annual per capita dues and Foothills Housing Network capacity funding.

Per Capita Request

When Fauquier County moved to a two-year budget cycle in FY 2015, the Commission's administrative policy has been to hold local per capita funding requests steady for the two-year period and to only make a population adjustment every other year. As a reminder, the Regional Commission By-Laws state that the U.S. Census and the Census population estimates program as the official source for population figures used for per capita requests.

As this is the second year of a two-year cycle, staff recommends no change to the \$0.83 per capita rate for FY 2024. Requested amounts are shown in the attachments.

Foothills Housing Network Capacity Request

As you may recall, the Regional Commission serves as the Lead Agency for the Foothills Housing Network (FHN). FHN is the regional Local Planning Group for homeless services. RRRC first took on this role in 2012 due to changes in Federal and State grant funding requirements which necessitated a regional approach to homeless response systems.

In FY 2016, the Commission requested funding from each member local government to support the Lead Agency role. Grant funding received from Federal and State sources provides minimal funding for administration and planning, and the local funding allows for RRRC to staff a full-time position to manage and administer grants and fulfill

mandatory Local Planning Group requirements in coordination with partners throughout the region. Partners include, but are not limited to, Social Services departments, emergency shelters, housing providers, non-profit housing organizations, and law enforcement personnel.

In addition to RRRC staff support, the local investment also serves as match for annual grants to RRRC and other FHN members totaling greater than \$700,000 (not inclusive of COVID-19 federal or state funding received by partners). Most of these funds support non-profit partners in the region and are not reflected in RRRC's budget.

Staff requests a flat rate for FY 2024 funding. The formula developed in FY 2016 is based on a \$3,000 floor amount from each County and a \$.20 per capita rate, using 2013 population estimates, for all jurisdictions. These amounts are shown in the attachment.

REQUESTED ACTION: Consider adoption of per capita and regional housing funding requests, and authorize staff to submit requests to member local governments based on local budget calendars.

RRRC Annual Per Capita Rate (for discussion 8/24/2022)

Less Towns				
	2020 Census	2018 Pop. Estimate (FY 2021/22)	Population Change for Dues Purposes	% Change
Culpeper County	32,490	33,240	-750	-2.26%
Fauquier County	62,044	59,852	2,192	3.66%
Madison County	13,632	13,052	580	4.44%
Orange County	29,972	29,990	-18	-0.06%
Rappahannock County	7,262	7,127	135	1.89%
Town of Culpeper	20,062	18,619	1,443	7.75%
Town of Gordonsville	1,402	1,605	-203	-12.65%
Town of Madison	205	243	-38	-15.64%
Town of Orange	4,880	5,049	-169	-3.35%
Town of Remington	626	652	-26	-3.99%
Town of The Plains	245	234	11	4.70%
Town of Warrenton	10,057	9,937	120	1.21%
Town of Washington	86	125	-39	-31.20%
Population Total	182,963	179,725	3,238	1.80%

	FY 2023/24 Dues (2020 Census X \$0.83)	FY 2021/22 (2018 Pop. Estimate X \$0.83)	Change	% Change
Culpeper County	\$ 26,966.70	\$ 27,589.20	\$ (622.50)	-2.26%
Fauquier County	\$ 51,496.52	\$ 49,677.16	\$ 1,819.36	3.66%
Madison County	\$ 11,314.56	\$ 10,833.16	\$ 481.40	4.44%
Orange County	\$ 24,876.76	\$ 24,891.70	\$ (14.94)	-0.06%
Rappahannock County	\$ 6,027.46	\$ 5,915.41	\$ 112.05	1.89%
Town of Culpeper	\$ 16,651.46	\$ 15,453.77	\$ 1,197.69	7.75%
Town of Gordonsville	\$ 1,163.66	\$ 1,332.15	\$ (168.49)	-12.65%
Town of Madison	\$ 170.15	\$ 201.69	\$ (31.54)	-15.64%
Town of Orange	\$ 4,050.40	\$ 4,190.67	\$ (140.27)	-3.35%
Town of Remington	\$ 519.58	\$ 541.16	\$ (21.58)	-3.99%
Town of The Plains	\$ 203.35	\$ 194.22	\$ 9.13	4.70%
Town of Warrenton	\$ 8,347.31	\$ 8,247.71	\$ 99.60	1.21%
Town of Washington	\$ 71.38	\$ 103.75	\$ (32.37)	-31.20%
Assessment Total	\$ 151,859.29	\$ 149,171.75	\$ 2,687.54	1.80%

Rappahannock-Rapidan Regional Commission
Per Capita Dues Rate History

	Adopted Date	Adopted Rate	Population Source
FY 2023	Aug-21	\$0.83	2020 Census
FY 2022	Aug-20	\$0.83	2018 Census Estimates
FY 2021	Aug-19	\$0.83	2018 Census Estimates
FY 2020	Aug-18	\$0.83	2016 Census Estimates
FY 2019	Aug-17	\$0.83	2016 Census Estimates
FY 2018	Aug-16	\$0.83	2014 Census Estimates
FY 2017	Oct-15	\$0.83	2014 Census Estimates
FY 2016	Oct-14	\$0.81	2013 Census Estimates
FY 2015	Oct-13	\$0.79	2012 Weldon Cooper (Counties); 2012 Census Estimates (Towns)
FY 2014	Oct-12	\$0.75	2010 Census
FY 2013	Oct-11	\$0.75	2010 Census

RRRC Regional Housing Support - Local Funding Breakdown

	Population (2013)	Percent Overall	3K per county	Pct Pop * Remaining Amount	Total
<i>formula</i>					
Culpeper County	31,361	18.3%	3,000	\$ 6,160.08	9,160.08
Town of Culpeper	17,145	10.0%		\$ 3,367.71	3,367.71
Fauquier County	56,509	33.0%	3,000	\$ 11,099.78	14,099.78
Town of Remington	615	0.4%		\$ 120.80	120.80
Town of The Plains	221	0.1%		\$ 43.41	43.41
Town of Warrenton	9,862	5.8%		\$ 1,937.14	1,937.14
Madison County	12,974	7.6%	3,000	\$ 2,548.42	5,548.42
Town of Madison	226	0.1%		\$ 44.39	44.39
Orange County	28,279	16.5%	3,000	\$ 5,554.70	8,554.70
Town of Gordonsville	1,555	0.9%		\$ 305.44	305.44
Town of Orange	4,855	2.8%		\$ 953.64	953.64
Rappahannock County	7,344	4.3%	3,000	\$ 1,442.54	4,442.54
Town of Washington	134	0.1%		\$ 26.32	26.32
	171,080	100.0%	15,000	\$ 33,604.38	48,604.38



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 16, 2022
Subject: RRRC Electronic Meetings Policy Amendments

You may be aware that the General Assembly passed legislation amending §2.2-3708 relating to public bodies holding meetings by electronic means, with an effective date of September 1, 2022.

Staff has developed proposed amendments to the currently adopted Remote Electronic Participation Policy and a redline version is attached for consideration.

REQUESTED ACTION: Adoption of the amended Remote Electronic Participation Policy



Remote Electronic Participation Policy

Purpose: To allow participation in meetings of the Rappahannock-Rapidan Regional Commission and its committees by a member of the commission from a remote location through means of electronic communication.

The Rappahannock-Rapidan Regional Commission hereby approves and adopts the following policy and procedures to allow and facilitate participation in commission meetings by members of the commission from a remote location through electronic communication means, as authorized by § 2.2-3708.2 and § 2.2-3708.2 of the Code of Virginia, as amended:

A. Requirement for Notification

Members of the Rappahannock-Rapidan Regional Commission may participate in meetings of the commission by electronic communication means from a remote location that is not open to the public if, on or before the day of a meeting, a commission member notifies the commission chair that:

1. Such member is unable to attend the meeting due to a temporary or permanent disability or other medical condition that prevents the member's physical attendance; or
2. A family member's medical condition requires such member to provide care for such family member; or

~~3. Such member is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter; or~~

43. Such member's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting.

34. Such member is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter; or

If the Commission chair desires to participate electronically under this policy, such member shall notify the Vice-Chair on or before the day of the meeting, and is subject to the same procedures as other members.

B. Approval of Remote Electronic Participation

Such member's remote participation by electronic communication means shall be approved by a majority vote of those members physically assembled as a quorum at the primary or central meeting location. Those members assembled as a quorum shall base their decision solely on the criteria in Section A, without regard to the ~~identify-identity~~ of the member or items that will be considered or voted on during the meeting.

C. Record of Action

The minutes of the Commission shall reflect the specific nature of the personal matter; the disability or medical condition; the fact that a family member's medical condition that required the member to provide care for such family member, thereby preventing their physical attendance; or that that such member's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting, as well as the remote location from which the absent member participated. The minutes shall also record the remote location from which the member participated; however, the remote location need not be open to the public and may be identified by a general description. If the absent member's remote participation is disapproved because participation would violate this policy, the disapproval shall be recorded in the Commission's minutes with specificity.

D. Remote Member Audibility

The Commission will make arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location. If the voice of the member participating remotely cannot be heard, the meeting may continue without the participation of the member participating remotely.

E. Limitation per Calendar Year

Remote participation by a commission member ~~pursuant to this policy~~ who participates due to personal matters pursuant to section A4 is limited to two, or 25% of the meetings rounded up to the next whole number, whichever is greater, Commission meetings each calendar year.

F. Meetings Held During Declared States of Emergency

Pursuant to § 2.2-3708.2, as amended, any public body, or any joint meetings thereof, may meet by electronic communication means without a quorum of the public body physically assembled at one location when the Governor has declared a state of emergency in accordance with § 44-146.17 or the locality in which the public body is located has declared a local state of emergency pursuant to § 44-146.21, provided that (i) the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location and (ii) the purpose of the meeting is to provide

for the continuity of operations of the public body or the discharge of its lawful purposes, duties, and responsibilities.

When a meeting is convened in accordance with this section, the Commission shall:

1. Give public notice using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided to members of the public body conducting the meeting;

2. Make arrangements for public access to such meeting through electronic communication means, including videoconferencing if already used by the public body;

3. Provide the public with the opportunity to comment at those meetings of the public body when public comment is customarily received; and

4. Otherwise comply with the provisions of this chapter.

The nature of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held shall be stated in the minutes of the Commission meeting.

G. All-Virtual Meetings

The Commission may hold an all-virtual public meeting, defined as a public meeting (i) conducted by a public body, other than those excepted pursuant to subsection C of § 2.2-3708.3, using electronic communication means, (ii) during which all members of the public body who participate do so remotely rather than being assembled in one physical location, and (iii) to which public access is provided through electronic communication means.

When an all-virtual public meeting is convened, the Commission shall ensure the following requirements are met:

1. An indication of whether the meeting will be an in-person or all-virtual public meeting is included in the required meeting notice along with a statement notifying the public that the method by which the Commission chooses to meet shall not be changed unless the Commission provides a new meeting notice in accordance with the provisions of § 2.2-3707;

2. Public access to the all-virtual public meeting is provided via electronic communication means;

3. The electronic communication means used allows the public to hear all members of the Commission participating in the all-virtual public meeting and, when audio-visual technology is available, to see the members of the Commission as well;

4. A phone number or other live contact information is provided to alert the Commission if the audio or video transmission of the meeting provided by the Commission fails, the Commission monitors such designated means of communication during the meeting, and the Commission takes a recess until public access is restored if the transmission fails for the public;

5. A copy of the proposed agenda and all agenda packets and, unless exempt, all materials furnished to members of the Commission for a meeting is made available to the public in electronic format at the same time that such materials are provided to members of the Commission;

6. The public is afforded the opportunity to comment through electronic means, including by way of written comments, at those public meetings when public comment is customarily received;

7. No more than two members of the Commission are together in any one remote location unless that remote location is open to the public to physically access it;

8. If a closed session is held during an all-virtual public meeting, transmission of the meeting to the public resumes before the Commission votes to certify the closed meeting as required by subsection D of § 2.2-3712;

9. The Commission will not convene an all-virtual public meeting (i) more than two times per calendar year or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater, or (ii) consecutively with another all-virtual public meeting; and

10. Minutes of all-virtual public meetings held by electronic communication means are taken as required by § 2.2-3707 and include the fact that the meeting was held by electronic communication means and the type of electronic communication means by which the meeting was held.



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 16, 2022
Subject: VA250 Commission Resolution / Consideration of Regional Committee

The Virginia American Revolution 250 Commission (VA250) was created by the General Assembly for the purpose of planning for and commemorating the 250th anniversary of Virginia's participation in American independence, the duration of which will be 2022 through 2026. The Commission is composed of legislative leaders, tourism and economic development officials, historians, and experts across a wide spectrum.

Virginia leads a nationwide effort in creating a commission to formally begin planning for the commemoration. As you know, the 250th anniversary of American independence holds tremendous educational, economic, and tourism opportunities for the Commonwealth. Not only was Virginia a central focus of the American Revolution in the 1770's and 1780's, but it is still at the center, in terms of what visitors can see and experience today.

To position Virginia as a key leader in this national commemoration, the state Commission is requesting localities form a Local VA250 Committee to join in the planning for this large-scale commemoration. Furthermore, the state Commission asks each locality to designate a liaison to work with the Commission, who will serve as the local contact with the state commission, participate in planning events, and communicate regularly on events occurring within the locality. Grant funding opportunities for commemorative events, along with available programming such as traveling exhibitions and teacher resources may be available for localities who have formed an official Local VA250 Committee, as evidenced by passing a local resolution of support, and designating a local contact.

Upon suggestion by Rappahannock County, the Regional Commission convened your local tourism directors to determine interest in a regional committee. Such a regional committee does not prohibit each locality from forming its own committee, but would enable sharing of local resources and build on successful tourism partnerships such as Tween Rivers Trail and the Virginia Piedmont. The tourism directors are supportive of such a regional approach.

REQUESTED ACTION: Adoption of the attached Resolution in Support of the Virginia American 250 Commission and enable formation of a regional VA250 committee



Resolution In Support of the Virginia American 250 Commission

WHEREAS, the Rappahannock-Rapidan Regional Commission (“the Commission”) serves the Counties of Culpeper, Fauquier, Madison, Orange, and Rappahannock, and the Towns of Culpeper, Gordonsville, Madison, Orange, Remington, The Plains, Warrenton, and Washington, known as Planning District 9; and

WHEREAS, the Commission is dedicated to the furtherance of economic development and tourism throughout the region; and

WHEREAS, the Virginia America 250 Commission (VA250) was created in 2020 by the General Assembly for the purpose of preparing for and commemorating the 250th anniversary of Virginia’s participation in American independence; and

WHEREAS, VA 250 has requested localities consider forming local and/or regional committees to aid in the planning for the commemoration period; and

WHEREAS, the Rappahannock-Rapidan Regional Commission will form a regional VA250 committee with its local tourism partners; and

WHEREAS, the committee may plan and coordinate programs occurring within the region and will communicate regularly with VA250, and support local committees in their efforts related to VA250; and

WHEREAS, the Commission wishes to undertake this endeavor with VA250 to promote and commemorate this important historic milestone;

NOW, THEREFORE, BE IT RESOLVED, that the Commission hereby expresses its desire to support the Virginia America 250 Commission and their efforts to commemorate the 250th anniversary of Virginia’s participation in American independence.

BE IT FURTHER RESOLVED that the Commission will form a committee with its local tourism partners to aid in the planning for the commemoration period.

Adopted the 24th day of August 2022 by the Rappahannock-Rapidan Regional Commission being duly assembled.

ATTEST:

Meaghan Taylor, Chair

Patrick L. Mauney, Executive Director



VIRGINIA AMERICAN REVOLUTION 250 COMMISSION
Local 250th Committee Assignment Form

The Virginia American Revolution Commission was created by the General Assembly for the purpose of planning for and commemorating the 250th anniversary of Virginia's participation in the American Revolution, the Revolutionary War, and the formation of the nation. Planning for this statewide and national event has already begun, and culminates in 2026, and then continuing beyond. Each locality is asked to form a local 250th committee to begin planning for the multi-year commemoration period. The Commission will provide grant opportunities and technical support to local committees. **Please designate below a liaison to work with the Commission, who will serve as liaison between the local community and the state commission.** Localities are also encouraged to pass a resolution of support establishing a Local 250th Committee.

Locality: Rappahannock-Rapidan Regional Commission

Name of Designee: Patrick Mauney and/or Elizabeth Beling

Title: Executive Director / Farm to School Liaison

Organization: Rappahannock-Rapidan Regional Commission

Address: 420 Southridge Parkway, Suite 106

Culpeper, VA 22701

Phone: 540-829-7450

Email: plmauney@rrregion.org / ebeling@rrregion.org

Comments: Committee would include representatives from counties of Culpeper, Fauquier,

Madison, Orange and Rappahannock and towns of Culpeper, Gordonsville, Madison, Orange,

Remington, The Plains, Warrenton and Washington

Please return to: Elizabeth Mancano, Deputy Director, VA250 Commission, 2110 Jamestown Road, Williamsburg VA 23185. Phone: 757-837-7228 / Email: elizabeth.mancano@jyf.virginia.gov



MEMORANDUM

To: Members of the Rappahannock-Rapidan Regional Commission
From: Patrick L. Mauney, Executive Director
Date: August 16, 2022
Subject: On-Call General Planning Services Agreement

The Commission has a number of regional planning projects either ongoing or likely to commence in the next year, including the five-year Regional Hazard Mitigation Plan update, potential Resiliency Plan/Appendix to that Hazard Mitigation plan, Commuter Assistance Program Strategic Plan, and Comprehensive Economic Development Strategy (CEDS).

The Berkley Group has an agreement with the George Washington Regional Commission (GWRC) that includes a cooperative procurement clause allowing other local governments to make use of their earlier procurement process and associated contracted rates. The resulting agreement that can be used by the Commission would offer blanket terms that would allow subsequent individual task orders to be issued, each with their own scope of services and fee.

Staff recommends execution of an agreement with the Berkeley Group for on-call general planning services. This agreement would allow staff to develop task orders where Berkley Group assistance may be cost-effective and beneficial to the timing and development of plans referenced above. The agreement does not preclude the Commission from seeking proposals via RFP or other procurement methods where that may be the more prudent approach.

The GWRC RFP and agreement as well as proposed RRRC agreement are attached for the Commission's consideration.

REQUESTED ACTION: Approval for staff to execute agreement for Non-Professional on-call general planning services with the Berkley Group

**AGREEMENT BETWEEN
THE BERKLEY GROUP AND
RAPPAHANNOCK-RAPIDAN REGIONAL COMMISSION,
VIRGINIA FOR NON-PROFESSIONAL SERVICES**

This Agreement entered into on this ____ day of _____, 2022 by and between The Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 27-3021021), and hereafter called "The Berkley Group", and Rappahannock-Rapidan Regional Commission, a political subdivision of the Commonwealth of Virginia, having its administrative office at 420 Southridge Pkwy #106, Culpeper, VA 22701, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the Client desires to retain the services of The Berkley Group to perform non-professional services, and

WHEREAS, The Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. The Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services ("Scope of Services"/"Services") as set forth in this Agreement.
- B. The Berkley Group will use both its staff and Subcontractors to provide the Services to Client.
- C. The Berkley Group and its Subcontractors are and shall remain independent contractors in performing the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** Client shall compensate The Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation").
- B. **Payment to The Berkley Group.** Client shall pay The Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.

- C. ***Time of Performance.*** The Berkley Group shall commence performance of the Services on _____, 2022 and shall continue such performance through _____, 2023 ("Term"). The Term shall automatically renew each year for up to five (5) years, and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement, but shall remain subject to termination for non-appropriation of funding.
- D. ***Termination for Convenience.*** Either the Client or The Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
- (1) In the event of termination, all finished and unfinished documents and other materials produced by The Berkley Group specifically for the Client shall become the property of the Client.
 - (2) In the event of termination, The Berkley Group shall be paid for the Services performed prior to the effective date of termination. For any incomplete services, Client will provide The Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, The Berkley Group will provide the Client with documentation of the Services performed prior to the effective date of termination.
 - (3) Termination for non-appropriation by the Client shall be made pursuant to this section.
- E. ***Termination for Default [Breach or Cause].*** The Client or The Berkley Group may terminate this Agreement for default for failure to comply with the terms of this Agreement by giving a written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the default of the Agreement.
- (1) In the event of termination by the Client, The Berkley Group shall be paid for Services performed up to the effective date of termination in accordance with the manner of performance set forth in the Agreement. If it is later determined that The Berkley Group had an excusable reason for not performing such as natural disasters or other events which are beyond the control of The Berkley Group, the Parties may agree for The Berkley Group to continue to provide the Services.

- (2) After receipt of written notice from the Client setting forth the nature of said breach or default, The Berkley Group may request, and the Client may agree, to provide The Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow The Berkley Group to remedy the default, The Berkley Group shall immediately cease providing Services.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

- A. The Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.
- B. The Berkley Group will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of Client.
- C. The Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- D. The Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.
- E. The Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, shall provide the Client with evidence of such insurance.
- F. The Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and The Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Without charge to The Berkley Group, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by The Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.
- B. Auxiliary Town Hall on-site assignments only – the Client shall provide appropriate office space, desk, phone, computer, internet access, e-mail account, paper, access to copy machines, vehicles and other reasonably necessary office equipment, supplies or facilities for The Berkley Group during the time that The Berkley Group is on site.

- C. Auxiliary Town Hall on-site assignments only – the Client shall defend The Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the Client.
- D. The Client shall communicate any concerns about The Berkley Group staff or Subcontractor performance to The Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.
- E. Auxiliary Town Hall on-site assignments only – the Client agrees not to hire staff of The Berkley Group as Client's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

Title

Phone Number

email

The Berkley Group's representative shall be:

Andrew D. Williams

Chief Executive Officer

Title

540-560-2202

Phone Number

drew@bgllc.net

email

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations, and the Virginia Public Procurement Act, §§ 2.2-4300, *et seq.*, VA Code Ann., in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.

- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by § 2.2-4363 VA Code Ann. or similar provision in Client's purchasing or procurement regulations.
- D. ***Ownership and Status of Documents.***
- (1) All documents prepared by The Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. The Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client' approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to The Berkley Group by Client or which are development in the process of performing the Services, or embody or relate to the Services, the Client Information or the Innovations (as defined below), are the property of Client, and shall be returned by The Berkley Group to Client promptly at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.
 - (2) Records prepared by The Berkley Group specifically for the Client shall be kept confidential by The Berkley Group until released or approved for release by the Client. The Berkley Group will cooperate with the Client in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
 - (3) The Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in The Berkley Group's performance requirements. Such changes must be mutually agreed upon by the parties in writing, signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. The Berkley Group agrees that at all times during or subsequent to the performance of the Services, The Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for The Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. The Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Client's Information from Client's principal place of business, without prior written approval of Client.
- B. Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.
- C. Liability. The Client shall not be liable for injury or death occurring to The Berkley Group or any of its employees or other assistants in the course of performing this Agreement unless the harm or death is caused by the Client's gross negligence.
- D. Hold Harmless. The Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by The Berkley Group hereunder, the work of employees of The Berkley Group while performing the Services of The Berkley Group hereunder, or any breach or alleged breach by The Berkley Group of this Agreement, including the warranties set forth herein. The Client shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Berkley Group will cooperate with the Client and provide reasonable assistance in defending any such claim.
- E. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of The Berkley Group or any other person consulted or employed by The Berkley Group in performing Services under this Agreement. All such costs shall be The Berkley Group's responsibility.

SECTION 8. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered in the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.
- B. Any action of law, suit of equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Culpeper County, Virginia.

SECTION 9. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

{{ SIGNATURE PAGES FOLLOW }}

Non-Professional Services Agreement

The Berkley Group and Client hereby agree to the terms of this Agreement by signing below.

FOR THE <<LOCALITY>>

ATTEST:

Date: _____

Non-Professional Services Agreement

FOR THE BERKLEY GROUP:

ATTEST:

Darren K. Coffey, Principal

Andrew D. Williams,
Chief Executive Officer

Date: _____

Code of Virginia

§ 2.2-4304. Cooperative procurement.

A. Any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services.

A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies, except for:

1. Contracts for architectural or engineering services; or
2. Construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction. The installation of artificial turf or other athletic surfaces shall not be subject to the limitations prescribed in this subdivision. Nothing in this subdivision shall be construed to prohibit sole source or emergency procurements awarded pursuant to subsections E and F of § [2.2-4303](#).

In instances where any authority, department, agency, or institution of the Commonwealth desires to purchase information technology and telecommunications goods and services from another public body's contract and the procurement was conducted on behalf of other public bodies, such purchase shall be permitted if approved by the Chief Information Officer of the Commonwealth. Any public body that enters into a cooperative procurement agreement with a county, city, or town whose governing body has adopted alternative policies and procedures pursuant to subdivisions A 9 and A 10 of § [2.2-4343](#) shall comply with the alternative policies and procedures adopted by the governing body of such county, city, or town.

B. Subject to the provisions of §§ [2.2-1110](#), [2.2-1111](#), [2.2-1120](#) and [2.2-2012](#), any authority, department, agency, or institution of the Commonwealth may participate in, sponsor, conduct, or administer a cooperative procurement arrangement on behalf of or in conjunction with public bodies, private health or educational institutions or with public agencies or institutions of the several states, territories of the United States, or the District of Columbia, for the purpose of combining requirements to effect cost savings or reduce administrative expense in any acquisition of goods and services, other than professional services. A public body may purchase from any authority, department, agency or institution of the Commonwealth's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies. In such instances, deviation from the procurement procedures set forth in this chapter and the administrative policies and procedures established to implement this chapter shall be permitted, if approved by the Director of the Division of Purchases and Supply.

Pursuant to § [2.2-2012](#), such approval is not required if the procurement arrangement is for telecommunications and information technology goods and services of every description. In instances where the procurement arrangement is for telecommunications and information technology goods and services, such arrangement shall be permitted if approved by the Chief Information Officer of the Commonwealth. However, such acquisitions shall be procured competitively.

Nothing herein shall prohibit the payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

C. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases:

1. Any authority, department, agency, or institution of the Commonwealth may purchase goods and nonprofessional services, other than telecommunications and information technology, from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government, upon approval of the director of the Division of Purchases and Supply of the Department of General Services;
2. Any authority, department, agency, or institution of the Commonwealth may purchase telecommunications and information technology goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government, upon approval of the Chief Information Officer of the Commonwealth; and
3. Any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government.



George Washington Regional Commission
406 Princess Anne Street
Fredericksburg, Virginia 22401
(540) 373-2890
Fax (540) 899-4808
www.gwregion.org

Tim Ware
Executive Director

October 4, 2017

RFP#: GWRC 2018-01

Title: Three-Year Contract for On-Call General Planning Consultant Services for the George Washington Region (Planning District 16) in Virginia

**Issuing Agency: The George Washington Regional Commission
406 Princess Anne Street
Fredericksburg, Virginia 22401**

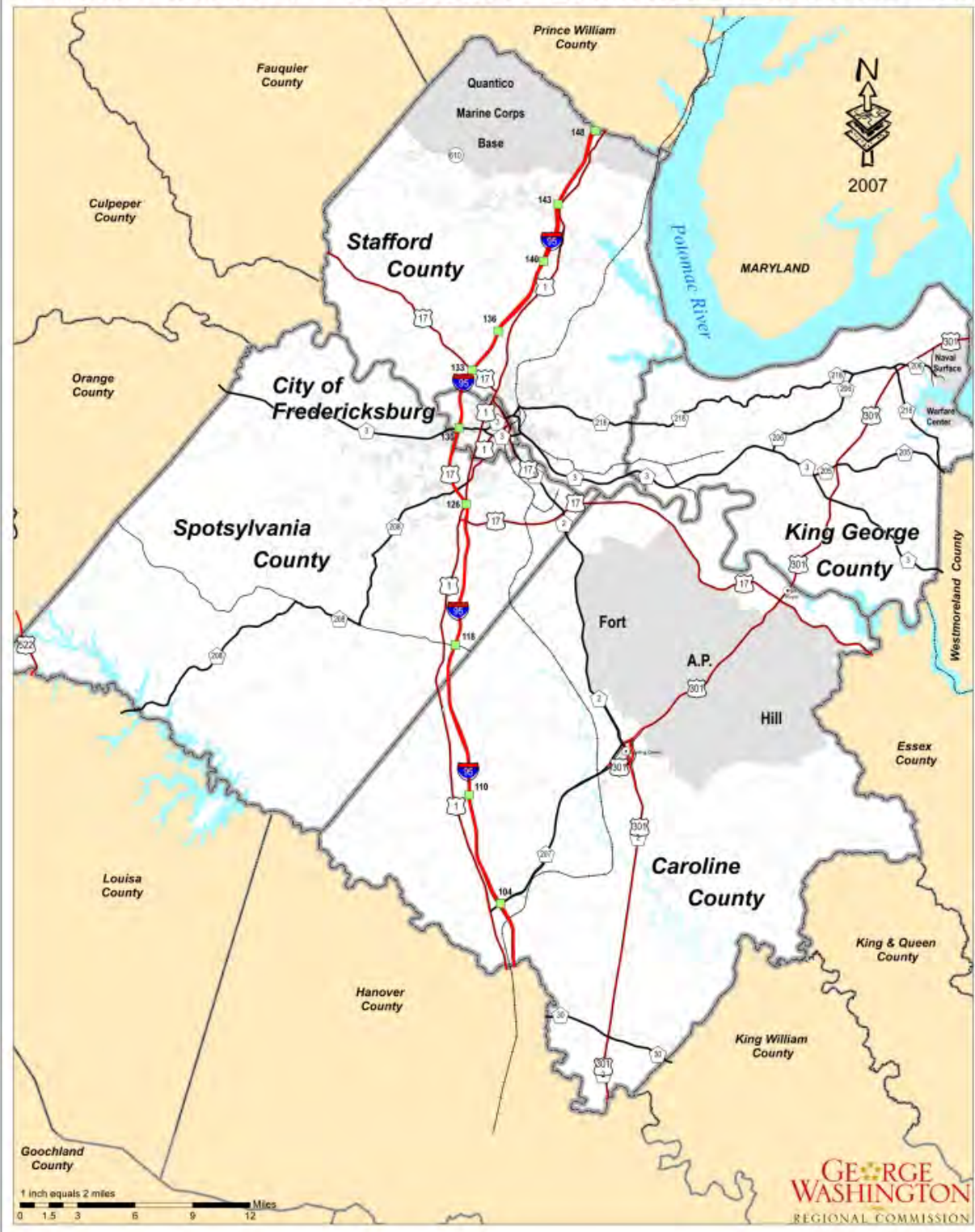
**Period of Contract: January 1, 2018 through December 31, 2020
(Initial)**

**Proposals Will be Received Until: October 25, 2017
2:00 p.m. (noon)**

**All Inquiries to: Timothy J. Ware, GWRC Executive Director
Phone: (540) 373-2890 Fax: (540) 899-4808
E-Mail: ware@gwregion.org**

Pre-proposal Conference: None

GWRC REGION - VIRGINIA PLANNING DISTRICT 16



George Washington Regional Commission

Request for Proposals

On-Call Services

Purpose

The George Washington Regional Commission (GWRC) is seeking proposals from qualified firms interested in being included on an on-call list for GWRC's On-Call Consultant Program. The GWRC represents a five-county region including the Counties of Caroline, King George, Spotsylvania, Stafford, the City of Fredericksburg and all towns contained within their boundaries.

Periodically, GWRC requires professional planning, public works, or other government administration services and technical expertise to supplement its professional staff. To meet this need, GWRC is issuing this request for proposals (this "RFP") for nonprofessional services from one or more firms with extensive expertise in government administration that can provide public services in one or more of the following areas:

- Current and long-range planning (*e.g.*, update of Comprehensive Plan)
- Code enforcement and revisions (*e.g.*, update of Zoning Ordinance, Subdivision Ordinance)
- Public outreach and meeting facilitation (*e.g.*, meetings with elected and appointed bodies, Town Hall meetings)
- Local Government project development and management (*e.g.*, transportation projects)
- Public works (*e.g.*, water and sewer utility)
- Environmental Services (*e.g.*, Storm Water management)
- Other local government administration

Proposal Inquiries/Point of Contact

One (1) original and five (5) hard copies of the proposal should be submitted in a sealed envelope or package clearly marked "GWRC On-Call Consultant Program" by **2:00 PM on Wednesday, October 25, 2017** (the "Application Deadline").

In addition to the hard copy proposals, one (1) full- color, digital copy in .pdf file format should also be submitted by the Application Deadline via email to ware@gwregion.org. The hard copy proposals should be delivered to:

Tim Ware, Executive Director
George Washington Regional Commission
406 Princess Anne St
Fredericksburg, Va 22401

Potential Offerors must limit all contact, whether verbal or written, pertaining to this RFP, to the designated point of contact for the duration of the RFP process. Failure to do so may jeopardize further consideration of an Offeror's proposal.

Duration and Rate Schedule

The duration of any resultant contract will be three years, with an option for up to two (2) additional one-year terms.

The maximum compensation allowable during the possible duration period of this contract will be up to \$1,000,000, for the total duration of a contract with GWRC, whether it is three or more years, for each team selected. Services procured under this contract will be conducted on as Task Order basis and each Task Order will be tied to specific secured funding to support the work thereunder. The total contract value limits shall not apply to other political subdivisions use of this cooperative procurement and the resulting local con Task Order(s) with various consultant teams.

RIDER CLAUSE

This solicitation is being conducted on behalf of other public bodies pursuant to Section 2.2-4304 of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*). The resultant contract(s) may be extended by a contracting firm(s) to other public bodies at the stated contract prices, in accordance with the contract terms. It is each contracting firm's responsibility to notify other jurisdictions of the availability of contract(s).

Any jurisdiction "riding" the resultant contract(s) may enter into its own contract with the successful firm(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction. GWRC will not be held liable for any contract between a contracting firm and another jurisdiction.

SUBMISSION OF PROPOSAL

General Requirements

All responses to the requested information should be answered thoroughly, but be as succinct as possible. The responses to information requested in the Specific Requirements below should be fully contained within the body of the response. No firm may submit more than one proposal.

Specific Requirements

Firms must submit the following information, in the order listed below, and all other information identified in this RFP. Failure to provide any of the listed items may result in elimination from consideration.

The submittal shall include the following items:

Letter of Interest

At a minimum, the letter of interest should include the following:

- a. The name and address of the firm and the state(s) in which organized.
- b. The name, address, telephone number, and email address of the designated contact and principals authorized to conduct negotiations for the firm.
- c. A brief description of the firm's interest in performing the required services.
- d. A description of previous experience with the proposed services and products.

Description of Qualifications and Experience

Qualifications and experience must address the requirements of this RFP in accordance with the specific scope of services being requested. At a minimum, this section should include the following:

- a. Overview of the firm, including size of organization and types of services provided.
- b. Applicable individual and corporate Virginia licensing and/or certification information.
- c. Applicable experience in one or more of the areas: current and long range planning, code enforcement, public outreach and meeting facilitation, municipal project development and management, public works, other local governmental administration.
- d. 2 Samples of work.
- e. 3 Client references, with contact information.

Evaluation

Proposals shall be evaluated by the Proposal Evaluation Committee using the following criteria:

- a. 30 Points - Expertise, experience, and qualifications of the firm's personnel in each discipline that may provide services relevant to the RFP. In addition, the expertise, experience, and qualifications of any subconsultants will be scored within this category.
- b. 25 Points - Expertise and past experience of the firm in providing services on other contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.
- c. 15 Points - Evidence of past successful performance relative to ability to complete projects on schedule and within the estimated budget.
- d. 10 Points - Firm's work plan for the proposed services relative to the firm's existing workload.

- e. 10 Points – References for projects completed by the firm, which are similar to the types of services proposed.
- f. 5 Points - Geographic location of the firm's office(s) where the proposed services would be performed in relation to the geographic area served by GWRC.
- g. 5 Points - Size of the firm relative to the services the firm proposes to provide

Generally, the Selection Committee will consider the firm's overall suitability to provide the services outlined in this request within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the firm's previous clients, references and others.

All respondents must demonstrate financial responsibility as evidenced by the firm carrying Professional Liability Insurance. The successful proposer shall maintain insurance to protect their entity and GWRC and/or other public bodies from claims under the Workmen's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the proposer or by any subcontractor or anyone directly employed by either of them.

The Selection Committee shall have the right, before awarding any contract, to require a proposer to submit such evidence of his qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a proposer.

Award of Contract:

a. A review committee of GWRC staff and selected officials (the "Selection Committee") will review the proposals and invite the most qualified firms to engage in discussions, and/or informal interviews.

b. GWRC intends to engage in individual discussions and/or interviews with a limited number of offerors deemed fully qualified, responsible and suitable on the basis of initial responses. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by Virginia Code Section 2.2-4342. At the conclusion of the discussions, and/or informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, GWRC shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

c. Should GWRC determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

d. A contract is expected to be awarded within 45 days of issuance of the RFP. GWRC reserves the right to reject any and all proposals, and to waive formalities. Firms will not be compensated for time spent preparing responses to this RFP.

f. The proposer(s) to whom the contract is awarded shall, within twenty days after prescribed documents are presented for signature, execute and deliver to GWRC the contract forms and any other required forms or certifications.

e. Contracts awarded as a result of this RFP will provide that the same contract terms shall, during the term of the contract, be extended to all of the Purchasers. Due to the nature of the On-Call Consultant Program, GWRC does not guarantee that any minimum quantity of services will be purchased during the term of a contract. Selected firms will be “on call” to provide services to the Purchasers.

Proposer’s Representation

General Terms and Conditions

CONTRACTUAL CLAIMS: The procedure for filing contractual claims is set forth in Section 2.2-4363 of the *Code of Virginia*.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules, and regulations.

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

In every contract over \$10,000 the provisions below apply:

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the 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.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor 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 these requirements.

The Contractor will include the provisions of the above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract, the Contractor certifies that the Contractor does not, and shall not, during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

PAYMENT:

Invoices for services and accepted deliverables shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the contract number, Social Security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

All services provided under this contract that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail; the date of submission where payment is made electronically; or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors are on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, GWRC shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

GWRC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, items such as services to be performed, the method of packing or shipment, and the place of delivery. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give GWRC a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to GWRC's right to audit the Contractor's records and/or to determine the correct number of units independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present GWRC with all vouchers and records of expenses incurred and savings realized. GWRC shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice within thirty (30) days from the date of receipt of the written order from GWRC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provided 2.2-4363 of the Code of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation

or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by GWRC or with the performance of the contract generally.

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

CANCELLATION OF CONTRACT: GWRC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONFIDENTIALITY OF INFORMATION: Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is GWRC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by GWRC. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by GWRC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all Contractors' agents, employees, successors, assigns, or subcontractors that are engaged by GWRC of the restrictions, present and continuing, set forth herein. Contractor must receive written permission from Regional Council to advertise the work being done for the Council. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by Contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.

INDEPENDENT CONTRACTOR: The Contractor shall be considered an independent contractor and neither the Contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of GWRC, or of the Commonwealth of Virginia.

OWNERSHIP OF MATERIAL: All materials generated under this contract shall be considered work made for hire. GWRC shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person including the contractor from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights the Contractor agrees to assign and does hereby assign such rights to GWRC.

CONFLICT OF INTEREST: GWRC reserves the right to determine if a conflict of interest exists between the Contractor or their affiliates and the work of GWRC. The Contractor shall continue to disclose during the term of the contract to GWRC any situations in which potential conflict of interest could arise, present the facts of the situation and offer an opinion as to whether the situation involves a conflict. The Contractor shall agree to accept the decision of GWRC as to whether or not a conflict exists.



George Washington Regional Commission
406 Princess Anne Street
Fredericksburg, Virginia 22401
(540) 373-2890
Fax (540) 899-4808
www.gwregion.org

November 12, 2021

Mr. Drew Williams
The Berkley Group
P.O. Box 181
Bridgewater, Va. 22812

Dear Drew:

This letter is to notify you that the George Washington Regional Commission is renewing the Standard Agreement for On-Call General Planning Services dated December 5, 2017 for an additional one-year term. The Agreement is currently set to expire on December 31, 2021; however, per the Agreement, the time of performance may be extended by up to two one year increments. The new term will expire on December 31, 2022.

Sincerely,

A handwritten signature in black ink that reads "Chip Boyles". The signature is stylized, with the first letters of the first and last names being large and prominent.

Chip Boyles
Executive Director

cc: Kate Gibson, GWRC Deputy Director
Darren K. Coffey, Berkley Group Director of Strategic Partnerships
M. Bryant Phillips, Berkley Group Chief Financial Officer
Kelsey Wong, Business Development Manager

Enclosures: Standard Agreement for On-Call General Planning Services, dated December 5, 2017



**STANDARD AGREEMENT
FOR ON-CALL GENERAL PLANNING SERVICES**

This AGREEMENT made and entered into this 5th day of December 2017, by and between GEORGE WASHINGTON REGIONAL COMMISSION, hereinafter referred to as the "CLIENT" and THE BERKLEY GROUP, LLC. (hereinafter referred to as the "CONSULTANT") with an office located at P.O. Box 181, Bridgewater, Virginia 22812.

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to provide general planning services and the CONSULTANT has signified its willingness to furnish such support:

NOW THEREFORE, the parties hereto do mutually agree as follows:

Article 1: Scope of CONSULTANT'S Services

The Consultant agrees to perform in a good and professional manner those services requested from time-to-time by the CLIENT, developed into Task Orders by the CONSULTANT and approved as to scope, schedule, staffing and cost by the CLIENT and included in Attachment A, which is attached hereto and incorporated in the AGREEMENT.

Article 2: Information and Services to be Provided by the CLIENT

The completion of the services to be performed by the CONSULTANT under the AGREEMENT is contingent upon the timely receipt from the CLIENT, at no cost to the CONSULTANT, of services, data, and reports which is incorporated in the AGREEMENT.

Article 3: Time of Performance

The services of the CONSULTANT will begin on January 1, 2018 and will expire three years from that (12/31/2020), except that, by mutual agreement, the CLIENT and the CONSULTANT may extend the time of performance by up to two one year increments.

Article 4: Compensation

A. CONSULTANT'S Compensation

The CONSULTANT shall be compensated for services rendered under this Agreement on a lump sum basis which shall include labor, burden, direct expenses and profit. The total compensation amount for all work during the Time of Performance for

this contract shall not exceed \$2,000,000 and shall be paid in accordance with the CONSULTANT'S approved Task Orders in Attachment A.

B. Method of Payment

Payment shall be made in response to monthly invoices and documentation of costs, based on demonstrated progress in completing the Scope of Services delineated in Attachment A. The CLIENT shall reimburse CONSULTANT within thirty (30) days of receipt of the approved invoice.

Article 5: Additional Work/Changes

Work not specifically described under "Task Orders" in Attachment A must be approved by supplemental agreement to those Task Orders by the CLIENT before it is undertaken by the CONSULTANT. Special cases may arise under this contract where a supplemental agreement covering such change cannot be processed and delays to CLIENT would result. Such work in these cases can be authorized by a letter from the CLIENT, to be followed by the supplemental agreement. If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, the CONSULTANT shall promptly notify the CLIENT in writing. In the event the CLIENT finds that such work does provide extra compensation to the CONSULTANT for doing this work on the same basis as covered under "Compensation" and as provided under a written Amendment to this Agreement.

Article 6: Records/Audits

The CONSULTANT shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this AGREEMENT. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The CONSULTANT shall provide access during regular business hours to authorized representative of the CLIENT to such data and records, and the right to inspect and audit all data and records of the CONSULTANT relating to its performance under the AGREEMENT.

Article 7: Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the CONSULTANT or furnished to the CONSULTANT by the CLIENT shall be delivered to and become the property of the CLIENT. All calculations, plans, specification and other data prepared under this contract shall be made available, upon request, to the CLIENT without restriction or limitation on this further use. The CONSULTANT may, at its own expense, have copies made of the documents or any other data it has furnished the CLIENT under this contract without restriction or limitation on their further use by the CONSULTANT.

The CONSULTANT shall not be liable for use by the CLIENT of said plans, documents, or other data for any purpose other than for the purpose for which this AGREEMENT has been exhausted.

Article 8: Termination

The CLIENT and the CONSULTANT will have the right to terminate the AGREEMENT by written notice to the other party at least Ten (10) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents and work papers prepared by the CONSULTANT under this AGREEMENT will, at the option of the CLIENT, become the CLIENT's property, and the CONSULTANT will be paid for services satisfactorily rendered up to the date of such termination, plus reasonable termination costs. Neither lost profit nor anticipatory profit will be paid.

Article 9: Excusable Delays

The CONSULTANT will not be in default by reason of any failure in performance of this AGREEMENT in accordance with its terms (including any failure by the CONSULTANT to make progress in the "prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT. An excusable delay will permit CONSULTANT an extension of time for such reasonable period as may be mutually agreed upon between the parties.

Article 10: Indemnification

The CONSULTANT shall hold harmless and indemnify the CLIENT, its officers, directors, and employees from and against losses, liabilities, expenses, and costs, including, without limitation, reasonably attorney's fees and costs, that may be based on any injury to person's or property to the extent caused by the negligent performance of services under this AGREEMENT by the CONSULTANT or any person employed by the CONSULTANT.

Article 11: Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other

consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CLIENT shall have the right to annul this contract without liability.

Article 12: Conflict of Interest

The CONSULTANT certifies that to the best of its knowledge no CLIENT employee or office of any public agency interest in the AGREEMENT has any pecuniary interest in the business of the CONSULTANT and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the AGREEMENT.

Article 13: Compliance with Laws

The CONSULTANT shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, county and city governments which may, in any manner, affect the performance of the AGREEMENT.

Article 14: Assignability

The CONSULTANT shall not assign any interest in the AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CLIENT; provided, however, that claims for money due or to become due to the CONSULTANT from the CLIENT under this AGREEMENT may be assigned to any commercial bank or other financial institution without such approval.

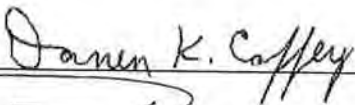
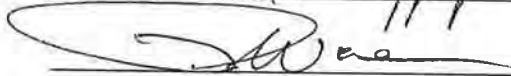
Article 15: Personnel

All of the services will be performed by the CONSULTANT; and none of the work or services covered by this AGREEMENT will be subcontracted without prior written approval of the CLIENT. The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to carry out and perform the Scope of Services of this AGREEMENT. Such personnel will not be employees of or have any relationship with any of the members of the Client. Such personnel will be fully qualified and will be authorized under state and local law to perform such services.

IN WITNESS WHEREOF, the **CLIENT** and the **CONSULTANT** have executed this AGREEMENT on the date and year first above written.

CLIENT:	CONSULTANT:
George Washington Regional Commission	Berkley Group, LLC

SIGNATURES

 (Berkley Group, LLC)
 (GWRC)

TYPED NAMES

Darren K. Coffey (Berkley Group, LLC)
Timothy Ware (GWRC)

TITLES

Chief Executive Officer (Berkley Group, LLC)
Executive Director (GWRC)