MEMORANDUM

TO: **MPPDC Board of Commissioners**

FROM: **MPPDC**

DATE: **July 17, 2026**

RE: **July Commission Meeting**

The Middle Peninsula Planning District Commission will host its monthly meeting on Wednesday, July 22 at 7:00 p.m. in the HUB33 Mattaponi Conference Room at the Middle Peninsula Planning District Commission office located at 4521 Lewis B. Puller Memorial Highway in Mattaponi, VA 23110.

Enclosed are the July meeting agenda and supporting materials for you to review before the meeting.

I look forward to seeing you on **July 22, 2026.**

Middle Peninsula Planning District Commission Meeting
7:00 P.M.
Wednesday, July 22, 2026
4521 Lewis B. Puller Memorial Highway
Mattaponi, VA 23110

I. Welcome and Introductions

II. Approval of June Minutes

III. Financial Update

IV. MPCBPAA Update

V. MPA Update

VI. MPPDC Public Relations/Communications Update

VII. Public Comment

AGENDA ITEMS FOR DISCUSSION

VIII. Discussion of Commission Leadership Structure

a. Election of Officers

IX. Ware Cove Project Discussion

a. Review of Project timeline and Original Commission Approval

b. Review of MOU

c. Review of Reimbursement Recommendation

X. Salary Adjustments

a. FY 27 Staff COLA

b. Local Grant Writing Program Manager

XI. Filling of Vacant Project Manager/Planner Positions

XII. Elevate Leadership Consulting Contract

XIII. Consulting Contracts for Senior Management and Finance Support

XIV. Closed Session to Discuss Personnel Matters pursuant to Virginia Code § 2.2-3711(A)(1) – If Required

XV. Other Business

XVI. Adjournment

MIDDLE PENINSULA PLANNING DISTRICT COMMISSION

June 24, 2026

Mattaponi, Virginia

I. Welcome and Introductions

The monthly meeting of the Middle Peninsula Planning District Commission was held in the Mattaponi Board Room at the Middle Peninsula Planning District Commission office in Mattaponi, Virginia on Wednesday, June 24, 2026 at 7:00 p.m. MPPDC Chairman, Ashley Chriscoe welcomed everyone in attendance.

Commissioners Present

Essex County: J. Calvin Halie, John Magruder, Bud Smith

Gloucester County: Ashley Chriscoe, Tony Nicosia, George Bains

King and Queen County: Mark Berry, Marie Norman, Vivian Seay

Mathews County: Patrick Beattie, Tim Hill

Middlesex County: Wayne Jessie, Reggie Williams

Town of Tappahannock: Kay Carlton, Steve Wright

Commissioners Absent

Essex County: April Rounds

Gloucester County: Chris Renew

King William County: Justin Catlett, Sam Drewry, Benjamin Edwards

Mathews County: David Walsh

Middlesex County: Kendal Webre

Town of Urbanna: Dr. William Goldsmith

Town of West Point: James Pruett

Others in Attendance

Perry Hickman, MPPDC Executive Director

John Edwards, MPPDC Project Manager

Lewie Lawrence, MPPDC Managing Director

Nicholas Montalbano, MPPDC Fight the Flood Project Manager

Stephanie Heinatz, Consociate Media

Karen Witherspoon, Consultant, Elevate Leadership, LLC

Lou Spencer

Kevin Getty

Guests

Neal Barber, CEDS Consultant

II. Approval of May Minutes

Chairman Chriscoe asked whether there were any corrections or changes to the May minutes. Hearing none, he requested a motion to approve the minutes as presented. A motion was made by Bud Smith and seconded by Tim Hill motion carried unanimously.

III. Financial Report Discussion

a. Update on Reimbursement Processing: Executive Director Perry Hickman provided an update on the Commission's financial status, including reimbursements currently being processed and expenditures. He noted that completion of the FY25 audit remains a priority, as the audit continues to delay reimbursement of certain grant funds. Additionally, $150,000 of MPPDC funds have been identified which do not need to be directly committed as matched funds for a project. Staff continue submitting reimbursement requests as documentation becomes available. Mr. Hickman also notes that the FY26 fiscal year is nearing its close and financial records are being finalized.

i. Resolution to Readopt the FY26 Operating Budget for FY27: Mr. Hickman presented a resolution to readopt the FY26 Operating Budget for use during FY27 until amendments can be made following completion of the audit. The budget is expected to be amended at the August 2026 Commission meeting. Chairman Chriscoe requested a motion to approve as presented. A motion was made by Vivian Seay, seconded by Tim Hill. Motion approved unanimously.

b. Update on RFP for Accounting Services: Mr. Hickman reported that the Commission issued a Request for Proposals (FRP) on June 19th seeking accounting services to assist with financial management and budget preparation. The RFPs are due by July 8th. Negotiations with qualified firms are expected to begin as soon as a selection is made. In the meantime, a temporary accounting professional has been brought on to assist the MPPDC with Account Reconciliations, FY25 audit items, and the FY26 close-out. He also noted that the MPPDC is ending a contract with a current vendor on account monitoring and accounting services.

Meeting Schedule: Chairman Chriscoe recommended changing the Commission's annual meeting recess from August to July to allow the executive director time to prepare an amended FY 27 budget and reduce the time to proceeding with hiring an accounting service. As a result, the regularly scheduled meeting will be held August 26th, and the July meeting will not be held. Chairman Chriscoe requested a motion, made by George Bains, seconded by Patrick Beattie, motion approved.

IV. Executive Director's Report on Staff Activities in June

Executive Director Perry Hickman presented the June Staff Activities Report. He noted that several Commission projects are approaching completion as the fiscal year comes to a close and highlighted ongoing efforts across the agency's programs.

V. MPCBPAA Update

Managing Director Lewie Lawrence reported that the Public Access Authority Board will meet in July to discuss priorities for future dredging projects, including identifying channels for dredging, determining suitable placement sites for dredged material, and evaluating potential revenue sources to support long-term dredging activities. Mr. Lawrence also discussed ongoing planning for implementation of the dredging program and the use of recently awarded grant funds for equipment purchases. Additionally, he provided an update regarding housing repairs at Captain Sinclair's.

VI. MPA Update

No update was provided.

VII. MPPDC Public Relations/Communications Update

Stephanie Heinatz reported that the new MPPDC website is now live.

VIII. Public Comment

None.

IX. Resolution Endorsing the Submission of SMART Scale Application

The Commission considered a resolution endorsing submission of the SMART Scale application. Chairman Chriscoe requested a motion to endorse submission was made by Steve Wright and seconded by Vivian Seay.

X. CEDS Update

Neal Barber provided an update on the Comprehensive Economic Development Strategy (CEDS). He reported that the draft SWOT analysis and Vision and Objectives sections have been completed. Development of the Action Plan will continue during July, with a final draft anticipated this fall.

XII. Discussion on Sales and Use Tax Treatment of MPPDC Purchases

Perry Hickman led a discussion regarding whether the Commission may utilize its tax-exempt status for purchases associated with FEMA grant-funded projects. Vivian Seay commented on the legal memorandum prepared by Sands Anderson and supported the memo's recommendation to inquire with the Tax Commissioner as the beneficiary are either entitled to the relief or they are not. Following discussion, Chairman Chriscoe requested a motion to seek a formal opinion from the Virginia State Tax Commissioner regarding the Commission's tax-exempt purchasing authority. The motion made by John Marguder and was seconded by Patrick Beattie and carried unanimously.

XII. Closed Session to discuss Personnel Matter per 2.2-3711(A)(1). *If needed*

No closed session was held.

XIII. Other Business

Chairman Chriscoe requested a motion to compensate Perry Hickman $2,500 based on his approved hourly rate for hours worked prior to his official start date as Executive Director. The motion was made by George Bains seconded by Tim Hill and carried unanimously.

XIV. Adjournment

Chairman Chriscoe requested a motion to adjourn. A motion was made, seconded, and carried unanimously.

<u>Time Line of FEMA Reconstruction Deconstruction Grant Progression</u>

2018 September- Chairman, PDC staff and Sands Anderson initiated discussions of potential Conflict of Interest items associated with the project. Sands Anderson provide discussion points for the Commission to consider

2018 September 26 : Motion was made, seconded and passed unanimously approving the Commission submission of applications to FEMA and to develop a pilot project using one private project and one public project. A presentation and discussion were held on the methods, rational and options for managing the project should it be funded. Consensus was for the Chairman to review and approve estimates and authorize payments consistent with recommendations from Sand Anderson, but to also seek guidance from the COIA Advisory Counsel.

2018 Sept- January 2019- Staff continued work with Sands Anderson and COIA Advisory Council on avoiding conflict and controls.

2019 Sept VDEM requests follow up on project applications associated with FEMA review and scoring

2020 October- Commission reviewed draft policy for procurement improvements for FEMA related projects

2022 Cyber-attack on MPPDC- entire agency digital records encrypted.

2022 January VDEM request confirmation of controls approach to avoid possible conflicts Sands Anderson reaffirmed legal guidance and provide such to VDEM

2023 - Chariman Tom Swartzwelder retires and resigns as MPPDC Chairman and Commission member. Mr Swartzwelder was serving in the capacity of reviewer and approver of Ware Cove items if needed. Ashley Chriscoe was elected MPPDC Chairman and assumed the reviewer and approve duties of the Chair.

2023 May- Ware Cove FEMA Grant is funded

2023 May- FEMA required Architectural Review starts prior to demolition

2023 November FEMA required Architectural Review completes

2023 Sept- MPPDC staff start procurement development

2024 March Procurement for construction opened and extended. One bid received

2024 June procurement enters value engineering which failed

2024 June MPPDC and MPPDC legal switch to sole source via failed procurement

2024 June to current MPPDC Chair, Construction manager, owners seek individual contractors under sole source.

Construction starts

2024 June- September 2025 elevated helical foundation, footings and CMU walls installed

2025 July 1, Lewis Lawrence ceases being MPPDC Executive Director as does potential conflict of interest with the hiring of a new MPPDC Executive Director

2025 July - MPPDC Chair and Ware Cove owners agree to continue MPPDC Chairman review and approval by the Chairman to the end of the project.

2025 September framing initiated and vertical construction continues to present day (7/16/26)

MIDDLE PENINSULA PLANNING DISTRICT COMMISSION (MPPDC)

WARE COVE LLC

PROPERTY OWNER PARTICIPATION, REIMBURSEMENT, AND PILOT PROJECT AGREEMENT

FEMA HAZARD MITIGATION RECONSTRUCTION GRANT

FEMA Grant No. 4401-DR-VA-0014

Date: June 1, 2026

Parties:

This Property Owner Participation, Reimbursement, and Pilot Project Agreement ("Agreement") is entered into between the **Middle Peninsula Planning District Commission ("MPPDC" or "Commission")** and **Ware Cove LLC ("Property Owner")** regarding participation in FEMA Hazard Mitigation Reconstruction Grant No. 4401-DR-VA-0014.

I. PURPOSE OF AGREEMENT

This Agreement is intended to document and facilitate the partnership between MPPDC and Ware Cove LLC under FEMA Grant No. 4401-DR-VA-0014. The Agreement establishes:

- Historical project context;
- Project management and governance procedures;
- Communication and oversight responsibilities;
- Financial administration and reimbursement procedures;
- Cash-flow and project expense management processes;
- Final reconciliation procedures; and
- Future administration of project activities through grant closeout.

This Agreement is intended to create a common understanding of project operations and financial administration. Nothing herein shall amend, modify, supersede, or conflict with the terms and conditions established by FEMA, the Virginia Department of Emergency Management (VDEM), or FEMA Grant No. 4401-DR-VA-0014.

II. FEMA PUBLIC PURPOSE AND PROJECT BACKGROUND

A. FEMA Hazard Mitigation Program Purpose

The FEMA Hazard Mitigation Grant Program exists to reduce future public losses associated with natural disasters. FEMA requires all mitigation reconstruction projects to demonstrate measurable public benefit through completion of a Benefit-Cost Analysis (BCA).

The BCA process evaluates whether long-term avoided losses exceed implementation costs and whether federal and state investments produce measurable public savings.

FEMA's analysis includes avoided costs associated with:

- Future federal disaster assistance expenditures;
- State disaster expenditures;
- Local emergency response costs;
- Infrastructure impacts;
- Flood insurance claims;
- Repetitive loss events; and
- Public safety risks.

A project cannot be funded unless these broader public benefits exceed project costs.

Federal and state investments made under Grant No. 4401-DR-VA-0014 are memorialized through deed restrictions required by FEMA and recorded in the local land records where the project occurs. These requirements are binding upon current and future property owners and are intended to protect the public investment.

Accordingly, the reconstruction project funded under Grant No. 4401-DR-VA-0014 has already been determined by FEMA and VDEM to serve a public purpose and governmental interest.

Although participating property owners may receive incidental benefits, those benefits are secondary and subordinate to the governmental purpose established by Congress through Section 404 of the Stafford Act and implemented through FEMA and VDEM.

The purpose of Grant No. 4401-DR-VA-0014 is not to improve private property for personal economic gain, but rather to reduce future public costs and long-term disaster risks.

III. FEMA PROPERTY CONDITIONS, FLOOD INSURANCE, AND DEED RESTRICTION REQUIREMENTS

As a condition of participation in FEMA Hazard Mitigation Grant No. 4401-DR-VA-0014, Ware Cove LLC ("Property Owner") acknowledges and agrees to all requirements contained within FEMA's Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds.

The parties acknowledge that FEMA's investment in the property creates continuing obligations that run with the land and are intended to protect the federal and state public investment in hazard mitigation which establishes a continual public purpose.

The Property Owner acknowledges and agrees that:

A. Public Purpose and Continuing Obligations

1. FEMA funding was approved based upon a demonstrated public benefit and governmental purpose.

2. Certain deed restrictions, land use requirements, flood insurance obligations, and floodplain management requirements may be required and recorded among the land records of Gloucester County, Virginia.

3. Such requirements and restrictions are intended to protect the public investment and may be binding upon current and future property owners.

4. The Property Owner shall execute any acknowledgements, certifications, deed restrictions, affidavits, or related documents required by FEMA, VDEM, or MPPDC prior to grant closeout.

B. Flood Insurance Requirements

The Property Owner certifies that structures (associated with Grant No. 4401-DR-VA-0014) located on the subject property that will not be demolished or relocated outside the Special Flood Hazard Area (SFHA) shall be insured through the National Flood Insurance Program (NFIP) in an amount at least equal to the project cost or the maximum amount of coverage available under the NFIP for the particular structure, whichever is less.

Such flood insurance coverage shall be maintained continuously for as long as the Property Owner retains title to the property, in accordance with 42 U.S.C. § 4001 et seq. and 42 U.S.C. § 4012a.

C. Floodplain Management Requirements

The Property Owner agrees to maintain all structures on the property in compliance with:

- Title 44, Code of Federal Regulations (CFR), Section 60.3;
- Applicable FEMA floodplain management requirements; and
- Gloucester County Floodplain Management Ordinance, as amended,

for as long as the Property Owner retains title to the property.

The Property Owner further acknowledges that these requirements include, but are not limited to, the following:

1. Enclosed areas located below the Base Flood Elevation shall be used only for:
    - Parking of vehicles;
    - Limited storage; or
    - Building access.

2. Interior walls and floors located below the Base Flood Elevation shall remain unfinished or shall be constructed using flood-resistant materials.

3. Mechanical, electrical, and plumbing equipment shall not be installed below the Base Flood Elevation.

4. Enclosed areas below the Base Flood Elevation shall contain flood vents designed to permit the automatic entry and exit of floodwaters.

The Property Owner acknowledges that the complete requirements are contained within applicable FEMA regulations and the Gloucester County Floodplain Management Ordinance.

D. Recordation of Notice and Deed Restrictions

The Property Owner agrees that these conditions shall remain binding for the life of the property.

To provide notice to future owners, the Property Owner agrees to execute and record any FEMA-required notices, deed restrictions, acknowledgements, or other documents among the land records of Gloucester County, Virginia.

Such recorded documents shall include notice substantially similar to the following:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property be maintained for the life of the property regardless of transfer of ownership. Pursuant to 42 U.S.C. § 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance may be used to make a payment, including loan assistance, for repair, replacement, or restoration of any personal, residential, or commercial property if the owner previously received flood disaster assistance conditioned upon obtaining flood insurance and subsequently failed to maintain such insurance as required by Federal law. The property owner is also required to maintain this property in accordance with the floodplain management criteria contained in 44 CFR §60.3 and applicable local floodplain management ordinances."

E. Consequences of Non-Compliance

The Property Owner acknowledges that failure to comply with the requirements described herein may:

1. Disqualify the Property Owner and/or future property owners from receiving Federal disaster assistance related to future flood events affecting the property;
2. Result in FEMA seeking recapture or reimbursement of grant funds associated with the property;
3. Result in repayment obligations owed to FEMA, VDEM, MPPDC, or other governmental entities; and
4. Constitute non-compliance with the conditions of FEMA Grant No. 4401-DR-VA-0014.

F. Incorporation of FEMA Guidance

The parties acknowledge that the requirements set forth in this section are derived from FEMA Hazard Mitigation Assistance Guidance dated February 27, 2015, together with applicable federal statutes, regulations, grant conditions, and FEMA-approved deed restriction requirements.

IV. COMMISSION PILOT PROJECT INITIATIVE

A. Intent of the Pilot Project

The Ware Cove LLC project has been designated by the Commission as a pilot project.

Through this partnership, MPPDC seeks to develop, test, and evaluate alternative methods of applying for, administering, financing, and managing FEMA mitigation reconstruction projects throughout the Middle Peninsula region.

The objective is to identify approaches that improve efficiency, predictability, and accessibility for future mitigation projects while reducing barriers faced by participating property owners.

B. Financial and Procurement Innovation

As part of the pilot project, MPPDC and Ware Cove LLC will evaluate alternative procurement and reimbursement approaches, including:

- Project cash-flow methodologies;
- Direct expense payment approaches;
- Sales tax exemption opportunities available to public entities;
- Alternative reimbursement procedures; and
- Other financial administration tools intended to improve project delivery.

At project completion, findings and recommendations may be presented to the Commission for consideration in future mitigation projects.

Potential future financing and partnership models may include collaboration with:

- Local banking institutions;
- Virginia Resources Authority (VRA);
- Virginia Department of Housing and Community Development (DHCD); and
- Other public financing entities.

The purpose of these efforts is to develop financial tools that may reduce or eliminate significant upfront costs traditionally borne by homeowners participating in FEMA mitigation programs.

V. PROPERTY INFORMATION

The property subject to this Agreement is located at:

6688 L's Island Lane
Gloucester County, Virginia

Ware Cove LLC is the owner of record.

The principals/directors of Ware Cove LLC are:

- Lisa Lawrence
- Lewis Lawrence

VI. PROJECT HISTORY AND GOVERNANCE

A. Grant Development

The MPPDC Mitigation Reconstruction Oversubscription Project under FEMA Grant No. 4401-DR-VA-0014 was awarded in 2023 following several years of planning and coordination among:

- MPPDC;
- Sands Anderson (Commission Counsel);
- Virginia Department of Emergency Management (VDEM);
- FEMA;
- Virginia Freedom of Information Advisory Council; and
- Office of the Attorney General serving as counsel to VDEM.

A significant governance issue at the start of this project involved the ownership interest of the then Executive Director Lewis Lawrence in Ware Cove LLC.

B. Conflict Management and Oversight Structure

Guidance received from Virginia conflict-of-interest and ethics authorities applied specifically to Mr. Lawrence during his service as Executive Director.

To maintain compliance and transparency, a separation ("firewall") was established between project financial approvals and Mr. Lawrence's Executive Director responsibilities.

Mr. Lawrence continued participation only in non-financial policy matters related to Commission activities.

Effective July 1, 2025, Mr. Lawrence transitioned from the position of Executive Director into a different role within MPPDC. The potential conflict ran with the position title of Executive Director, not Mr Lawrence. On July 1, 2025 the transition to another MPPDC position eliminated the potential conflict of concern.

To ensure continued transparency before July 1, 2025 and past July 1, 2025:

- The MPPDC Chairman was assigned responsibility for review and approval of project-related financial payments;
- Jackie Rickards, then Special Projects Planner and now Director of Regional Planning, was assigned responsibility for:
    - Receiving and managing invoices;
    - Entering project documentation into the VDEM grants management system;
    - Submitting reimbursement requests;
    - Tracking reimbursements; and
    - Documenting pilot project lessons learned.

The Chairman's oversight role began with execution of Grant No. 4401-DR-VA-0014 and continued through June 30, 2025.

Following Mr. Lawrence's transition from Executive Director, the Chairman elected to continue Chairman review and approval authority through grant completion to maintain enhanced transparency and accountability.

VII. GRANT INFORMATION

Total FEMA Project Award: $298,860.00

Required Property Owner Match: $100,107.00

Grant Expiration Date: October 15, 2026

Funding Structure:

Source	Amount
FEMA Share	$156,910.00
State Share (VDEM)	$41,843.00
Property Owner Match	$100,107.00
Total Project Budget	$299,860.00*

*Amounts subject to final grant reconciliation and FEMA-approved budget adjustments.

VIII. FINANCIAL ADMINISTRATION AND CASH FLOW PROCEDURES

A. General Intent

FEMA grants may be administered using a variety of cash-flow methodologies.

Because this project serves as a pilot project, MPPDC and Ware Cove LLC agree that multiple financial administration approaches may be tested and evaluated throughout project implementation.

The objective is to identify the methods that provide the greatest efficiency, accountability, and predictability for future mitigation projects.

B. Cash Flow History

At project initiation:

- Ware Cove LLC provided cash flow for initial construction-related and certain non-construction expenses.
- MPPDC initially cash-flowed non-construction expenses.

- MPPDC subsequently expanded participation into certain construction-related expenditures.

This transition was intended to:

1. Evaluate the practicality of MPPDC cash-flowing project activities; and
2. Evaluate potential public procurement and sales tax advantages available through a governmental entity serving as the applicant of record in a federally and state funded mitigation project.

IX. COST RESPONSIBILITY AND FINAL RECONCILIATION

Prior to project closeout, all project expenses shall be reconciled.

Ware Cove LLC shall remain responsible for:

- Any expenses determined ineligible by FEMA or VDEM;
- Any costs exceeding grant reimbursement limitations;
- Any construction, labor, or material costs not approved under Grant No. 4401-DR-VA-0014; and
- Any project costs exceeding available grant funding.

Any dispute regarding eligibility or reimbursement shall be reviewed by MPPDC staff, Ware Cove LLC representatives, and legal counsel as necessary.

Illustrative Example

If FEMA authorizes reimbursement of one door at a maximum eligible cost of $100 and the actual cost is $110:

- MPPDC may pay the vendor $110.
- FEMA reimburses only $100.
- During final reconciliation, Ware Cove LLC shall reimburse MPPDC the $10 difference.

Returned materials, excess purchases, unused inventory, credits, and refunds shall be documented and incorporated into final project reconciliation.

Both parties agree to maintain complete and accurate financial records and to utilize standardized documentation procedures to ensure transparency and accountability.

X. NATIONAL FEDERAL FUNDING DISRUPTIONS AND PROJECT ADAPTATIONS

Beginning in early 2025, Presidential election resulted in significant federal grant administration disruptions affecting numerous grant programs nationwide.

MPPDC experienced delayed reimbursements and uncertainty associated with federal staffing reductions, program restructuring, and reimbursement processing delays.

MPPDC was simultaneously managing numerous direct and indirect federal grants and experienced substantial federal reimbursement delays exceeding $500,000 in receivables.

FEMA federal reimbursement delay guidance transmitted through VDEM on February 22, 2025, contributed to increased reliance upon Ware Cove LLC cash-flow participation to maintain project progress.

This experience reinforced the need for flexible financial administration strategies under the pilot project.

Additionally, FEMA policy dated November 8, 2017, entitled **"Re-Allowing Property Owners to Obtain Contractors to Perform Hazard Mitigation Assistance (HMA) Project Work and Seek Reimbursement,"** provided support for continued property owner participation in project cash-flow activities during this period.

XI. EXPENDITURE HISTORY AND REIMBURSEMENT RECONCILIATION

Between October 2023 and June 2026:

- Both MPPDC and Ware Cove LLC incurred project-related expenses;
- MPPDC staff tracked and reconciled approved expenditures;
- VDEM reimbursed MPPDC for eligible expenses incurred by both parties;
- Reimbursement proceeds were deposited into MPPDC accounts; and
- Ware Cove LLC has not yet received reimbursement for submitted expenses.

MPPDC staff shall prepare and maintain a master reconciliation schedule identifying:

- Construction expenses;
- Non-construction expenses;
- Match contributions;
- Reimbursement amounts received;
- Reimbursement amounts owed to MPPDC; and
- Reimbursement amounts owed to Ware Cove LLC.

Final reconciliation shall occur after:

- All project expenses are recorded;
- Material returns and credits are reconciled;
- Final reimbursements are received; and
- FEMA-required deed restrictions have been recorded.

Final reconciliation shall be approved by both parties.

XII. REIMBURSEMENT ALLOCATION FORMULA

Under Grant No. 4401-DR-VA-0014, MPPDC is eligible to receive reimbursement of approximately 66.5% of eligible project costs, consisting of:

- FEMA Share: 52.5%
- State Share (VDEM): 14.0%

Upon receipt of reimbursement funds:

1. Ware Cove LLC shall be reimbursed for eligible expenses incurred and paid by Ware Cove LLC;
2. MPPDC shall retain reimbursement attributable to eligible expenses incurred and paid by MPPDC; and
3. Final reconciliation shall determine any remaining obligations between the parties.

The remaining 33.5% required match remains the responsibility of Ware Cove LLC until the required match commitment has been satisfied.

Any eligible expenses contributed beyond the required match amount shall be documented as additional owner contribution.

XIII. REIMBURSEMENT REQUESTS SUBMITTED TO DATE

As of June 1, 2026, Ware Cove LLC has submitted to PDC staff (Director of Regional Planning) four reimbursement packets requesting submittal to FEMA for reimbursement:

- Packet No. 1 – September 2024
- Packet No. 2 – September 2025
- Packet No. 3 – January 2026
- Packet No. 4 – May 2026

MPPDC staff reviews each packet for completeness and then incorporates supporting documentation into MPPDC reimbursement submissions transmitted through the VDEM grants management system.

Following execution of this Agreement, MPPDC shall release reimbursement funds currently being held and determined to be owed to Ware Cove LLC, subject to final reconciliation and grant requirements.

XIV. FUTURE PROJECT ACTIVITY

All project expenses, reimbursement requests, and financial transactions occurring after execution of this Agreement shall be administered in accordance with the procedures established herein.

The parties acknowledge that flexibility and financial innovation are important components of this pilot project.

Accordingly, this Agreement may be amended by mutual written agreement should circumstances, grant guidance, or financial conditions warrant modification.

XV. CONTACT INFORMATION

Questions regarding this Agreement, project administration, or reimbursement procedures should be directed to:

Ashley Chriscoe
Chairman
Middle Peninsula Planning District Commission

SIGNATURES NEXT PAGE

SIGNATURES

The undersigned acknowledge their review of this Agreement and their intent to proceed in accordance with its provisions.

Middle Peninsula Planning District Commission

Ashley Chriscoe, MPPDC Chairman

Date: _6/26/2026________________________

Ware Cove LLC

Authorized Representative

Lisa Lawrence or Lewis Lawrence: Ware Cove LLC Director

Date: _6/26/26________________________

Ware Cove Project - Expense Reconciliation

Total PDC Payment

	Date	Form	Payee	Description	Amount	33.50% Match/Lewie's	66.50% State & Fed Reimbursment
REMB. 5	9/19/2025	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2509-253485	$15,867.00	$5,315.45	$10,551.56
REMB. 6	7/7/2025	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$150.00	$50.25	$99.75
	9/1/2025	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$150.00	$50.25	$99.75
	10/1/2025	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$150.00	$50.25	$99.75
	11/1/2025	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$150.00	$50.25	$99.75
	12/1/2025	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$150.00	$50.25	$99.75
	1/1/2026	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$150.00	$50.25	$99.75
	8/4/2025	PDC Credit Card	Trudy's Portable Toilets, Inc	Monthly Portable Toilet Charge	$159.63	$53.48	$106.15
	9/1/2025	PDC Credit Card	Trudy's Portable Toilets, Inc	Monthly Portable Toilet Charge	$134.63	$45.10	$89.53
	10/27/2025	PDC Credit Card	Trudy's Portable Toilets, Inc	Monthly Portable Toilet Charge	$134.63	$45.10	$89.53
	11/24/2025	PDC Credit Card	Trudy's Portable Toilets, Inc	Monthly Portable Toilet Charge	$134.63	$45.10	$89.53
	12/1/2025	PDC Credit Card	Trudy's Portable Toilets, Inc	Monthly Portable Toilet Charge	$134.63	$45.10	$89.53
	9/29/2025	PDC Credit Card	Trudy's Portable Toilets, Inc	Monthly Portable Toilet Charge	$134.63	$45.10	$89.53
	12/22/2025	PDC Credit Card	Trudy's Portable Toilets, Inc	Monthly Portable Toilet Charge	$128.00	$42.88	$85.12
	1/19/2026	PDC Paid	Trudy's Portable Toilets, Inc	Monthly Portable Toilet Charge	$128.00	$42.88	$85.12
	4/5/2024	PDC Check Pay	Sands Anderson PC	Legal Services	$620.50	$207.87	$412.63
	5/8/2024	PDC Check Pay	Sands Anderson PC	Legal Services	$766.50	$256.78	$509.72
	6/13/2024	PDC Check Pay	Sands Anderson PC	Legal Services	$839.50	$281.23	$558.27
	1/31/2024	PDC Check Pay	Sands Anderson PC	Legal Services	$1,533.00	$513.56	$1,019.45
	10/31/2023	PDC Check (004713)	CCS INTERNATIONAL	Procurement	$11,550.00	$3,869.25	$7,680.75
	1/9/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261373	$3,105.98	$1,040.50	$2,065.48
	1/12/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261458	$2,918.15	$977.58	$1,940.57
	1/13/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261492	$108.48	$36.34	$72.14
	1/14/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261693	$5,217.50	$1,747.86	$3,469.64
	1/14/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261722	$48.00	$16.08	$31.92
	1/16/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261891	$4,502.15	$1,508.22	$2,993.93
	1/16/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261893	$173.20	$58.02	$115.18
	1/16/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261931	$3,023.63	$1,012.92	$2,010.71
	1/19/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-262029	$932.91	$312.52	$620.39
	1/22/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-261933	$6,411.90	$2,147.99	$4,263.91
	1/22/2026	PDC Check (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-262258	$156.00	$52.26	$103.74
	1/23/2026	PDC Paid (5408)	W.T. Fary Brothers Comp, LLC	Invoice#2601-262313	$724.50	$242.71	$481.79
	2/17/2026	PDC Paid (5408)	W.T. Fary Brothers Comp, LLC	Windows - Invoice #2608-263541	$26,458.12	$8,863.47	$17,594.65
REMB. 7	2/1/2026	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$ 150.00	$50.25	$99.75
	3/1/2026	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$ 150.00	$50.25	$99.75
	5/1/2026	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$ 150.00	$50.25	$99.75
	6/1/2026	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$ 150.00	$50.25	$99.75
	7/1/2026	PDC Credit Card	Direct Wood Products	Monthly Charge for Dumpster	$ 150.00	$50.25	$99.75
	6/3/2026	PDC Check (5468)	W.T. Fary Brothers Comp, LLC	Invoice #2606-274674	$ 407.50	$136.51	$270.99
	5/21/2026	PDC Check (5449)	W.T. Fary Brothers Comp, LLC	Invoice #2605-271768	$ 142.05	$47.59	$94.46
	3/31/2026	PDC Check (5438)	W.T. Fary Brothers Comp, LLC	Invoice #2603-266900	$ 578.34	$193.74	$384.60
	3/31/2026	PDC Check (5438)	W.T. Fary Brothers Comp, LLC	Invoice #2603-266897	$ 3,316.12	$1,110.90	$2,205.22
	4/1/2026	PDC Check (5438)	W.T. Fary Brothers Comp, LLC	Invoice #2603-266899	$ 1,450.24	$485.83	$964.41
	4/1/2026	PDC Check (5438)	W.T. Fary Brothers Comp, LLC	Invoice #2604-267003	$ 26.98	$9.04	$17.94
	4/1/2026	PDC Check (5438)	W.T. Fary Brothers Comp, LLC	Invoice #2604-266994	$ 3,169.89	$1,061.91	$2,107.98
	3/19/2026	PDC Check (5424)	W.T. Fary Brothers Comp, LLC	Invoice #2603-265935	$ 20.16	$6.75	$13.41
	3/9/2026	PDC Check (5424)	W.T. Fary Brothers Comp, LLC	Invoice #2603-264972	$ 706.08	$236.54	$469.54
	3/17/2026	PDC Check (5424)	W.T. Fary Brothers Comp, LLC	Invoice#2603-265601	$ 71.23	$23.86	$47.37
				Through Reimbursement 6 Total	**$86,945.80**	$29,126.84	$57,818.96
				Through Reimbursement 7 Total	$97,584.39		

PDC Total Expenditures	**$86,945.80**	
PDC REMB	$57,818.96	Receiving back from FEMA/VDEM
Match from PDC Expenditure	$29,126.84	Expenses not recooped/local responsible

Lewie's Total Expenditures	**$99,112.50**	
Lawrence REMB	$65,909.81	Receiving back from FEMA/VDEM
Local Match from Lewie on his expenses	$33,202.69	Expenses not recooped/local responsible

Total Project (Through Reimbursement 6)

	Total	Federal	State	Local
Budget	$ 298,860.00	156,910.00	41,843.00	100,107.00
Costs Paid	$ 186,058.64	$ 97,680.79	$ 26,048.21	$ 62,329.64
Balance Rem	$ 112,801.36	$ 59,229.21	$ 15,794.79	$ 37,777.36

Total Lawrence Payment

	Date	Form	Payee	Description	Amount	Match/Local Sha	Need Reimbursement	State Share	Federal Share	
REMB. 2	6/17/2024	#297,298,299,300,301,302	Garbarino Construction	Piling Installation	$ 59,000.00	$ 19,765.000	$ 39,235.000	$8,260.00	$30,975.000	$39,235.00
REMB. 3	8/18/2024	287	Balzer & Assoc.	Structural engineering	$3,171.25	$ 1,062.369	$ 2,108.881	$443.98	$1,664.906	$2,108.88
REMB. 4	9/6/2024	#295	ECS	Geo Tech for Helicals	$2,992.25	$ 1,002.404	$ 1,989.846	$418.92	$1,570.931	$1,989.85
	4/6/2024	4447	DATA Investigations, LLC	Historic architectural work	$1,850.00	$ 619.750	$ 1,230.250	$259.00	$971.250	$1,230.25
	4/5/2024	4482	Gloucester County	Building Permit	$300.00	$ 100.500	$ 199.500	$42.00	$157.500	$199.50
	8/23/2023	4461	Homesite	House plans	$640.00	$ 214.400	$ 425.600	$89.60	$336.000	$425.60
	12/20/2023	4473	Blake's Septic Service	Cap Pipe	$225.00	$ 75.375	$ 149.625	$31.50	$118.125	$149.63
	2/29/2024	4479	Gloucester County	Plan review	$50.00	$ 16.750	$ 33.250	$7.00	$26.250	$33.25
	3/15/2024	285	Alistair Ramsay	Calculate & stakeout foundation & pilings, sur	$1,000.00	$ 335.000	$ 665.000	$140.00	$525.000	$665.00
REMB. 5	5/9/2025	Venmo Lawrence	Justin Wiggins	Construction Management	$1,800.00	$ 603.000	$ 1,197.000	$252.00	$945.000	$1,197.00
	8/1/2025	Venmo Lawrence	Justin Wiggins	Construction Management	$1,200.00	$ 402.000	$ 798.000	$168.00	$630.000	$798.00
	8/26/2025	Venmo Lawrence	Justin Wiggins	Construction Management	$1,800.00	$ 603.000	$ 1,197.000	$252.00	$945.000	$1,197.00
	9/17/2025	Venmo Lawrence	Justin Wiggins	Construction Management	$1,200.00	$ 402.000	$ 798.000	$168.00	$630.000	$798.00
	3/1/2024	280	Don McLellan	Demo	$10,000.00	$ 3,350.000	$ 6,650.000	$1,400.00	$5,250.000	$6,650.00
REMB. 6	4/24/2025	Check #305	David Lewis	Dig and Pour Footings	$3,520.00	$ 1,179.200	$ 2,340.800	$492.80	$1,848.000	$2,340.80
	4/25/2025	Check #306	David Lewis	Foundation Labor, block, mrtar, rebar	$4,432.00	$ 1,484.720	$ 2,947.280	$620.48	$2,326.800	$2,947.28
	9/18/2025	Check #4510	David Lewis	Labor Foot, material for slab	$4,272.00	$ 1,431.120	$ 2,840.880	$598.08	$2,242.800	$2,840.88
	9/24/2023	PDC Paid/Lewie paid back	Balzer & Associates	Unknown	$1,660.00	$556.10	$1,103.90	$232.40	$871.500	$1,103.90
REMB. 7	2/26/2026	Venmo Lawrence	Justin Wiggins #12	Const Management	$ 1,800.00	$603.00	$ 1,197.000	$252.00	$945.000	$1,197.00
	3/5/2026	Lawrence Credit Card	Ambient Flooring	Basic hardwood floor	$ 9,547.00	$ 3,198.245	$ 6,348.755	$1,336.58	$5,012.175	$6,348.76
	3/20/2026	Venmo Lawrence	Justin Wiggins #13	Const Management	$ 1,800.00	$603.00	$ 1,197.000	$252.00	$945.000	$1,197.00
	4/17/2026	Venmo Lawrence	Justin Wiggins #14	Const Management	$ 1,800.00	$ 603.000	$ 1,197.000	$252.00	$945.000	$1,197.00
	4/29/2026	Check #4534	Premier Heating & Cooling	50% payment HVAC	$ 9,875.00	$3,308.13	$ 6,566.875	$1,382.50	$5,184.375	$6,566.88
	5/7/2026	Check #317	Blanding House Construction	Basic Asphault Shingles and labor	$ 8,250.00	$ 2,763.750	$ 5,486.250	$1,155.00	$4,331.250	$5,486.25
	5/13/2026	Check #318	Blanding House Construction	Basic Asphault Shingles and labor	$ 8,250.00	$2,763.75	$ 5,486.250	$1,155.00	$4,331.250	$5,486.25
	5/12/2026	Venmo Lawrence	Justin Wiggins #15	Const Management	$ 1,800.00	$ 603.000	$ 1,197.000	$252.00	$945.000	$1,197.00
	12/11/2025	Venmo Lawrence	Justin Wiggins invoice # 8	Const Management	$ 1,800.00	$ 603.000	$ 1,197.000	$252.00	$945.000	$1,197.00
	12/29/2025	Venmo Lawrence	Justin Wiggins invoice #9	Const Management	$ 1,800.00	$603.00	$ 1,197.000	$252.00	$945.000	$1,197.00
	1/16/2026	Venmo Lawrence	Justin Wiggins invoice #10	Const Management	$ 1,800.00	$ 603.000	$ 1,197.000	$252.00	$945.000	$1,197.00
	2/3/2026	Venmo Lawrence	Justin Wiggins invoice # 11	Const Management	$ 1,800.00	$ 603.000	$ 1,197.000	$252.00	$945.000	$1,197.00
	1/22/2026	Check #313	Cornerstone Custom Builders	Framing- Ext Const	$ 14,812.50	$4,962.19	$ 9,850.313	$2,073.75	$7,776.563	$9,850.31
				Through Reimbursement 6 Total	**$ 99,112.50**	$ 33,202.69	$ 65,909.813	$ 22,994.580	$ 86,229.675	$ 109,224.255
				Through Reimbursement 7 Total	**$ 164,247.00**					

Outlook

Re: Ware Cove LLC Reimbursement

From Chriscoe, Ashley <achriscoe@gloucesterva.info>
Date Wed 7/8/2026 9:23 AM
To John Edwards <jedwards@mppdc.com>

Approved please get this headed to aware cove!

Kind regards,

Mr. Ashley Chriscoe
Board of Supervisors
Gloucester, VA 23061
(757)870-7420

From: John Edwards <jedwards@mppdc.com>
Sent: Wednesday, 08 July 2026 09:14:37
To: Chriscoe, Ashley <achriscoe@gloucesterva.info>
Subject: Ware Cove LLC Reimbursement

CAUTION: This email originated from a source outside of Gloucester County. Avoid clicking on links or attachments unless you are sure of the sender and know that the content is safe.

Ashley,

As we discussed this morning, I recommend reimbursement of **$36,782.97** to Ware Cove LLC. This addresses the funds received to date from VDEM for reimbursement requests 1 through 6, to cover Ware Cove's expenses minus the required match for the Ware Cove and PDC expenses. This does not include the reimbursement for additional Ware Cove expenses that Jackie is currently working to send to VDEM.

Please respond with your approval so we can work to process this payment to Ware Cove LLC.

Thanks,
John

MIDDLE PENINSULA
PLANNING DISTRICT COMMISSION

John B. Edwards. Jr.
Project Manager
Middle Peninsula Planning District Commission

jedwards@mppdc.com

804-785-8100

Mailing Address:
P.O. Box 399
Shacklefords, VA 23156

Physical Address:
4521 Lewis B. Puller Memorial Highway
Mattaponi, VA 23110

From: John Edwards <jedwards@mppdc.com>
Sent: Tuesday, July 7, 2026 9:29 AM
To: Jackie Rickards <jrickards@mppdc.com>
Subject: Re: Ware Cove Totals through Reimbursement 6

Jackie,

From the information you provided, I calculate that we should reimburse Ware Cove LLC $36,782.97 for activities included in reimbursements 1 through 6. Based on what your spreadsheet shows for expenses included in reimbursement 7, I estimate another $44,089.76 owed to Wave Cove LLC once the funds are received from VDEM. Does this sound correct to you?

John

MIDDLE PENINSULA
PLANNING DISTRICT COMMISSION

John B. Edwards. Jr.
Project Manager
Middle Peninsula Planning District Commission

jedwards@mppdc.com

804-785-8100

Mailing Address:
P.O. Box 399
Shacklefords, VA 23156

Physical Address:
4521 Lewis B. Puller Memorial Highway
Mattaponi, VA 23110

From: Jackie Rickards <jrickards@mppdc.com>
Sent: Tuesday, July 7, 2026 9:05 AM
To: John Edwards <jedwards@mppdc.com>
Subject: Ware Cove Totals through Reimbursement 6

Hi John,
Here are the tables of total expenses and reimbursements for the Ware Cove project:

PDC Total Expenditures	**$86,945.80**	
PDC REMB	$57,818.96	Receiving from FEMA/VDEM
Match from PDC Expenditure	$29,126.84	Expenses not recooped/local responsible
Lewie's Total Expenditures for Reimbursement	**$99,112.50**	
Lawrence REMB	$65,909.81	Receiving from FEMA/VDEM
Local Match from Lewie on his expenses	$33,202.69	

Jackie

Jackie Rickards
Director of Regional Planning
804-785-8100 ext. 3006

Middle Peninsula Planning District Commission
P.O. Box 399
Shacklefords, VA 23156

Physical Address
HUB 33
4521 Lewis B Puller Mem Highway
Mattaponi, VA 23110
www.mppdc.com

MEMORANDUM

TO: MPPDC Board of Commissioners

FROM: John B. Edwards, Jr., Interim Executive Director

DATE: July 17, 2026

RE: FY 27 Staff COLA

At your meeting on July 14, 2026, there was discussion of providing a 3.5% cost-of-living adjustment (COLA) for the Director of Regional Planning, Fight the Flood Project Manager and Accounting and Administrative Specialist. The Commission discussed this briefly and deferred further consideration until your meeting on July 22nd to allow time for staff to provided a cost estimate. The cost of the COLA in additional salary and benefits expenses is estimated to be $10,458 annually and is charged to the various grant programs.

Additionally, there was discussion about adjusting the compensation for the Local Grants Program Manager.

Clara Vaughn is a full-time, remote MPPDC employee who oversees the Middle Peninsula Local Grants Program. She reports directly to the local government administrators. Her program and position is purposely kept separate and discrete from general PDC staff. Her program is 100% direct funded by participating member localities at a level of $134,250.

Clara's program has secured 17 grants generating excess of $12,000,000 to advance locality identified need.

The employee has requested a raise to bring her position and responsibilities into alignment with comparable PDC staff compensation. When the program was enacted, the program was funded expecting a full-time employee to be located at MPPDC. However, Clara has fully administered the program remotely. This allows for the reprogramming of her indirect funding into salary with no change in the locality dues. MPPDC has no rational basis to collect full indirect from the employee salary given the remote nature of the program.

The current annual Local Grants Program budget generates $26,366 in indirect. The request is to redirect indirect into salary, raising her salary from $72,100 to $93,000 and still retain $5,000 for incidental indirect to the PDC. Three tables are attached for clarity.

The request is that the Commission provide the COLA and Local Grant Program Manager salary adjustment effective July 1, 2026.

LGA Grants Program by County/Town:

County/Town	FY25	FY26
Essex	$22,375	$22,375
Gloucester	$22,375	$22,375
King & Queen	$22,375	$22,375
King William	$-	$-
Mathews	$22,375	$22,375
Middlesex	$22,375	$22,375
Urbanna	$7,458	$7,458
Tappahannock	$7,458	$7,458
West Point	$7,458	$7,458
TOTAL	$134,250	$134,250

Clara Current Package

$	72,100.00	Salary
	0.3093	Fringe Rate
$	22,300.53	Fringe
$	94,400.53	Salary and Fringe
	0.2793	Indirect Rate
$	26,366.07	Full Indirect
$	120,766.60	Current Fully Burdendd Package
	13,484	Part Time Work- Travel- Millage
$	134,250.60	Program Cost
$	134,250.00	Annual Dues
	0	Balance

Clara Salary Ask FY27

$	93,000.00	Salary
	0.3093	Finge Rate
$	28,764.90	Fringe
$	121,764.90	Burdended Package
	0	Zero out the full rate, reprogram the indirect
$	7,485.00	Incidentials, Millage Equipment
$	5,000.00	Nominal indirect to PDC
$	134,250	Program Cost
$	134,250	Annual Dues
	0	Balance

ELEVATE LEADERSHIP, LLC

HCM Consulting | People Leadership | Executive Coaching
Karen Witherspoon Karen@elevateleadershipllc.com

HR Consulting and Leadership Development Proposal

FROM

Karen Witherspoon
karen@elevateleadershipllc.com
Elevate Leadership, LLC
700 Tech Center Pkwy #200-33
Newport News, VA, 23606

TO

Middle Peninsula Planning District Commission
c/o John Edwards

4621 Lewis B Puller Memorial Highway
Shacklefords, VA 23156

About us!

Thank you for considering Elevate Leadership, LLC as your leadership partner! Our focus is to balance the human experience at work through customized coaching and consulting services, empowering leaders to rise with purpose, clarity, and confidence.

Transformative Business Outcomes

We thrive on partnerships and honing skills that are tried, true, and timeless, providing world-class experiences with lasting results.

Our services are customized for each client, supporting executives in achieving meaningful results for themselves and their organizations. We offer a collaborative approach to build a strategy that aligns with your purpose and business principles while enhancing your leadership capabilities - even if it means referring you to other resources better suited to your needs.

Below are the details regarding the scope of services, deliverables, negotiable pricing, and terms.

Scope of Services – Leadership Strategy Transition & HR Consulting

Overview:
This proposal outlines a strategic leadership consulting engagement for the Middle Peninsula Planning District Commission (MPPDC), a political subdivision driven to help the community by strengthening the region's resilience, economic vitality, and quality of life. The engagement includes an expandable and flexible scope of work that begins with leadership outplacement coordination and continued HR Consulting and compliance.

Outplacement Coordination
We will work side-by-side with the MPPDC leadership to address immediate outplacement needs including:

- **Outplacement Vendor Selection:** Manage the sourcing and evaluation of external outplacement providers, including drafting RFP requirements, analyzing vendor proposals, and delivering a comparative recommendation to agency leadership.
- **Interim Executive Director and Financial Leadership Procurement:** Coordinate the RFP/proposal process to secure qualified temporary leadership firms, vet candidate profiles submitted by those partners, and recommend the top interim Executive Director and Financial Leadership match.

HR Consulting and Compliance
Continue providing HR Consulting Services to the Commission and/or Interim Leadership to bring agency compliance standards with HR Policies, Procedures, and Handbook.

HR Handbook, Policies, Procedures & SOPs

- Continue revisions and recommendations for HR Compliance:
  - HR Handbook
  - Policies and procedures
  - Standard Operating Procedures (SOPs)

- Ensure documentation is:
  - Clear, accessible, and consistent
  - Aligned with federal, state, and local requirements
  - Supportive of the MPPDC's culture and values

- Update and modernize policies to reflect:
  - Current operational realities
  - Evolving workforce needs

- Develop or refine SOPs to support:
  - Consistency and continuity
  - Clear ownership of HR processes
  - Easier onboarding and knowledge transfer

- Establish a sustainable approach so HR documentation can be maintained and updated internally over time.

Pricing – Leadership Strategy Transition and HR Consulting

The pricing below includes hourly/ad hoc consulting price and project rates for services:

ITEMS	QTY	TERM	TOTAL
Monthly Retainer Guarantees services month to month during contract life. **Waived**		~~Monthly~~	~~$1,000~~
HCM Consulting Services		Monthly	$2,500
Or		Hourly	$250

Monthly rate provides services of 10-15 hours per month or more.

Terms and Conditions (Preliminary)

Agreement Duration

The agreement will run on a month-to-month until further notice. Work begins on the effective date of the proposal agreement and will continue until either party terminates the arrangement. This proposal is between _________________________ (the client) and Elevate Leadership, LLC ("the Company").

Contract Terms:

- The Company recommends monthly billing and is open to payment terms and conditions as agreed upon by both parties.
- Upon agreement of the Proposal, the consultant shall draft a consulting agreement outlining terms and conditions that reflect the need of both parties.

Termination Clause

The contract remains in effect until it is cancelled by either party with seven days written notice. Cancellation will result in prorated payment services rendered up to date of termination.

Confidentiality Clause

Unless otherwise specified in a client-provided confidentiality agreement, all information disclosed by the client to the Company (client and the Company may also be referred to as a "party") shall be deemed to be confidential. Such confidential information includes, without limitation, products, services, training manuals, customer information, operating procedures, strategic plans, intellectual property, employee information, and other confidential data related to a party's affairs. The parties, their employees, subsidiaries, affiliates, agents, and assigns agree to hold all confidential information, regardless of when or how disclosed, in strict confidence and with no less than the same degree of care that they provide for their own confidential and proprietary information.

- The client agrees to keep confidential all terms and conditions of this agreement including, but not limited to pricing, discounts, payment terms, and services contained in this proposal and subsequent agreement.

Ownership

The client retains ownership of all HR consulting materials provided by the company during the development process. **Exclusions include company-developed professional development training manuals and materials outside the scope of the proposal and consulting agreement. Training materials may not be reused, copied or disseminated without prior written approval from the company. Any additional materials created remain the intellectual property of the Company unless expressly agreed upon in writing by both parties.

Upon acceptance of the proposal, the company will prepare the consulting agreement unless the client has a standard consulting agreement required for services.

______________________________	______________________________
Karen L. Witherspoon, Founder and Principal	Designee
Elevate Leadership, LLC	Middle Peninsula Planning District Commission

Elevate Leadership, LLC Consulting Services Agreement

This Consulting Services Agreement (this "Agreement"), dated as of ________________, 2026 (the "Effective Date"), is made and entered into by and between Elevate Leadership, LLC, a Virginia limited liability company ("Consultant") and Middle Peninsula Planning District Commission ("Client") (each of Consultant and Client are referred to herein as a "Party" and together as the "Parties").

WHEREAS, Consultant has professional expertise in the field of Human Resources Consulting, Executive and Leadership Coaching, and Workforce Management Strategy.

WHEREAS, Client desires to engage Consultant, and Consultant desires to accept such engagement, to perform certain Services for Client, as more specifically described below, subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto acknowledge, confirm, covenant, and agree as follows:

1. RETENTION OF CONSULTANT; INDEPENDENT CONTRACTOR STATUS.

A. Client hereby engages Consultant, and Consultant hereby accepts such engagement by Client, to provide the Services set forth in Section 2 below. Consultant will not perform any Services for Client except as authorized or requested by Client.

B. Client and Consultant acknowledge and agree that Consultant is an independent contractor, and that Consultant will not be, nor be deemed to be, an employee of Client. Neither Party to this Agreement shall represent or hold itself out to be the employer or employee of the other.

C. Consultant acknowledges that the payments received by Consultant pursuant to this Agreement are gross amounts of consideration, and that Client will not withhold from such payments any amounts for income taxes, social security, or any other payroll taxes. All such income taxes and other obligations shall be the sole responsibility of the Consultant, who shall make or provide for the payment of the same, and Client shall have no responsibility or duties with regard to same.

D. Neither Client nor Consultant shall possess the authority to bind the other Party in any agreement, unless with the express written consent of the Party to be bound.

2. SERVICES.

The services to be provided by Consultant (the "Services") shall consist of the following:

Scope of Services

Outplacement Coordination

Address immediate outplacement needs including:

- **Outplacement Vendor Selection:** Manage the sourcing and evaluation of external outplacement providers, including drafting RFP requirements, analyzing vendor proposals, and delivering a comparative recommendation to agency leadership.
- **Interim Executive Director and Financial Leadership Procurement:** Coordinate the RFP/proposal process to secure qualified temporary leadership firms, vet candidate profiles submitted by those partners, and recommend the top interim Executive Director and Financial Leadership match.

HR Handbook, Policies, Procedures & SOPs

- Continue comprehensive and collaborative revisions of the existing:
  - HR Handbook
  - Policies and procedures
  - Standard Operating Procedures (SOPs)
- Ensure documentation is:
  - Clear, accessible, and consistent
  - Aligned with federal, state, and local requirements
  - Supportive of the Airport's culture and values
- Update and modernize policies to reflect:

    - Current operational realities
    - Evolving workforce needs
    - Growth related to non-commercial airline activities, industry partnerships, and real estate development
- Develop or refine SOPs to support:
    - Consistency and continuity
    - Clear ownership of HR processes
    - Easier onboarding and knowledge transfer
- Establish a sustainable approach so HR documentation can be maintained and updated internally over time.

Deliverables
Deliverables will be developed collaboratively and adjusted as priorities evolve. They may include:

- Outplacement Coordination
  Oversee placement of Interim Executive Director and Finance Leader
- Updated HR Handbook, Policies & SOP Recommendation
  Practical, compliant, and easy-to-use documentation aligned with current and future needs.
- Ongoing Advisory Partnership
  Responsive support as HR, leadership, and organizational needs arise.

3. TERM; SCHEDULING.

The Parties agree that this Agreement shall remain in effect until Consultant has completed performance of the Services and Client has paid Consultant in full for the Services rendered in accordance with the terms of Section 4 below ("Term"). Consultant shall perform the Services at reasonable times and upon reasonable notice from Client. Client acknowledges that Consultant has other business interests, and Client and Consultant agree to use good faith efforts to satisfactorily resolve any conflicts which may arise in connection with such other business interests and the performance of the Services.

4. COMPENSATION OF CONSULTANT.

Client agrees to pay to Consultant two-hundred fifty dollars per hour or two thousand five hundred dollars ($2,500 per month) (the "Compensation Amount") in consideration for the Services, as outlined in Section 2, performed pursuant to this Agreement, which shall be payable as follows:

A. A monthly invoice for services will be sent monthly on or about the fifth business day of the month.
    a. Other payment options are available upon request.

Client understands and acknowledges that the payment schedule and amount(s) due may be adjusted due to Change Order(s) (as defined below).

If and to the extent that Client requests Consultant to render services on behalf of Client other than those included in Section 2 of this Agreement, such additional services shall be paid separately at a rate as agreed to by the Parties in a written Change Order signed by both Parties (a "Change Order"). The fee for any such additional services shall be paid by Client upon Client's execution of a Change Order. Additional services may include materials and/or costs related to assessments and training, for which additional fees may be applicable.

Client agrees to pay a finance charge on any amounts not paid within 15 days of the applicable due date at a rate equal to one percent (1.0%), per month, on the unpaid balance, together with any and all costs and expenses incurred by Consultant in connection with the enforcement of this Agreement, including but not limited to reasonable attorney's fees.

5. AUTHORIZED EXPENSES.

Client will reimburse Consultant for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement, provided that Consultant receives written consent from an authorized representative of Client prior to incurring such expenses and submits receipts for such expenses to Client. In the rare circumstance expenses are incurred, expenses will be added to the monthly invoice following the expense.

6. CLIENT RESPONSIBILITIES.

Client acknowledges that the success of this engagement depends on the Client's participation, cooperation, and timely provision of relevant information and resources. Client is solely responsible for implementing decisions, actions, and results arising from the Services. As such, Client agrees that Consultant is not and will not be liable or responsible for any actions or inactions, or for any direct or indirect result of any Services provided by Consultant.

If performance by the Consultant is delayed due to Client's failure to provide necessary information or resources, or for other reasons beyond the Consultant's control, the Consultant may reasonably adjust the project schedule and may charge the Client for any additional costs incurred by such delays.

Coachability: Client acknowledges that the Consultant's role is to provide honest guidance, advice, and feedback designed to promote growth and meet the Client's goals. The relationship aims to foster a supportive environment that encourages the Client's development and achievement of potential.

7. DISCLAIMER OF WARRANTIES.

Notwithstanding anything to the contrary in this Agreement, Consultant makes no warranties and expressly disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose with respect to the Services, to the fullest extent permitted by applicable law. Consultant makes no representations and/or warranties as to the success of the Services for any purpose or use. Past results are in no way a guarantee of identical or similar results for Client. Client hereby disclaims that Client is relying upon or has relied upon any representation and/or warranty not included in this Agreement that may have been made by any person and acknowledges and agrees that Consultant disclaims any such other representations and/or warranties.

8. LIMITATION OF LIABILITY.

Absent gross negligence or willful misconduct, Consultant shall not be liable to Client or any third party for direct, indirect, incidental, consequential, special and/or punitive damages arising from the Services herein contemplated or any provision of this Agreement, such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, or liabilities to third parties arising from any source. The maximum aggregate liability of Consultant to Client arising out of or in connection with this Agreement shall not exceed the Compensation Amount paid by Client to Consultant for the Services described hereunder.

9. CONFIDENTIALITY.

Neither Party hereto will at any time or in any manner, either directly or indirectly, use for the personal benefit of themselves, or divulge, disclose, or communicate in any manner any Confidential Information (as defined below) of the other Party. "Confidential Information" means either Party's respective proprietary information, pricing or terms, technical data, software, developments, inventions, processes, technology, trade secrets or know-how, including, but not limited to administrative, management, operational, data processing, financial, marketing, sales, human resources, business development, business technology, strategic planning, or other business activities, or other business information (regardless of whether such material and information is maintained in physical, electronic, or other form) which is disclosed by one Party to the other in connection with this Agreement. Confidential Information does not include information that (a) is or becomes generally known, other than as a result of a breach of this Agreement or other wrongful act or (b) was independently developed by recipient.

Further, notwithstanding the provisions of this Section 9, the Parties acknowledge and agree that recipient may disclose Confidential Information as and only to the extent required to any government body or agency, which has the right to review the same, or to the extent necessary to comply with any subpoena or other order of any court or governmental agency or body. This Section 10 shall continue to be binding and remain effective after the termination or expiration of this Agreement. Either Party may seek and obtain injunctive relief against the release or threatened release of such Confidential Information in addition to any other legal remedies which may be available to a Party.

Neither Party shall be permitted to copy, alter, modify, disassemble, or reverse engineer any Confidential Information received from the other Party. The Parties agree that the client retains ownership of all materials provided during the development process. Any additional materials created remain the intellectual property of the client unless expressly agreed upon in writing by both parties.

10. ASSIGNMENT.

This Agreement is not assignable, in whole or in part, by Client without the prior written consent of Consultant. Any attempt to make such an assignment shall be void.

11. SEVERABILITY.

Each provision of this Agreement is intended to be severable, and the invalidity or illegality of any part or portion of this Agreement shall not affect the validity or legality of the remainder of this Agreement.

Either party may terminate this Consulting Agreement at any time, for any reason, without prior notice in writing. The termination shall be effective immediately upon the communication of such intent to the other party.

In the event of termination, the Consultant shall be entitled to receive the prorated portion for the current billing period up to the date of termination. Such payments shall be made within 15 days of the termination date.

12. GOVERNING LAW & FORUM.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of laws rules. The Parties hereto irrevocably and unconditionally consent to the exclusive jurisdiction of the state courts located in Newport News, Virginia and federal courts located in Norfolk, Virginia relating to this Agreement, and agree not to commence any suit, action, or proceeding relating thereto except in such courts.

13. ENTIRE AGREEMENT & AMENDMENT.

This Agreement supersedes all prior agreements and understandings between the Parties for performance of the Services and constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. The Parties may only amend this Agreement in a written document signed by both Parties.
Ownership and updates.

WITNESS the following signatures and seals, as of the Effective Date set forth above:

Consultant:

Elevate Leadership, LLC

By: ______________________________

Karen L. Witherspoon

Its: Founder and Principal

Client:

Middle Peninsula Planning District Commission

By: ______________________________

____

Its: ____________