March 29, 2022

GO Virginia Region 5 Council
c/o Reinvent Hampton Roads
101 W Main Street, Suite 415
Norfolk, VA 23510

RE: GO Virginia (GOVA) Grant for Business Ready Sites in Hampton Roads

Dear GOVA Region 5 Council Members:

On behalf of the Hampton Roads Planning District Commission (HRPDC), we are writing to urge your recommendation of approval for the Business Ready Sites in Hampton Roads GOVA grant application. Increasing the number of business-ready sites across the Commonwealth has been acknowledged as a necessary step towards increasing private investment and job growth. Recent studies have determined that the absence of developable sites cost Virginia at least 47 projects and $6.5 billion in capital investment over a five-year period.

The HRPDC represents 17 local governments and over 1.7 million residents in southeastern Virginia. One of the most important responsibilities of the Commission is to encourage regional cooperation and planning for the future economic prosperity of the region. We believe that our responsibility to support regional economic development is particularly urgent at this time as we respond to the economic impacts of the COVID-19 global pandemic and prepare for the recovery of the Hampton Roads economy.

The Business Ready Sites in Hampton Roads project is consistent with the State’s Virginia Business Ready Sites Program (VBRSP) and builds on the recent state-wide site analysis undertaken by the Virginia Economic Development Partnership (VEDP). This work better positions regions like Hampton Roads to improve site readiness with an investor-focused, data-driven approach that directs limited funds to the most competitive sites with the highest potential return on investment.

This business-ready sites proposal will also leverage and complement a number of related initiatives that are already planned or underway in Hampton Roads:

- $5 Billion Investment in Transportation Infrastructure
- Port of Virginia Infrastructure Projects
GO Virginia Region 5 Council  
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- Development of Regional Broadband Connectivity Ring  
- Offshore Wind Supply Chain Opportunities  
- Regional Branding Initiative  
- Hampton Roads Alliance Restructuring  
- Creation of the Eastern Virginia Regional Industrial Facilities Authority

We are excited about this project and the opportunity to advance three more sites to Tier 4 Business Ready status. This project is an important first step towards improving site readiness in Hampton Roads to increase private sector investment and to create new job opportunities.

Thank you for your consideration of this request, and please do not hesitate to call on HRPDC staff or leadership if you have any questions or require any additional information.

Sincerely

Andria P. McClellan  
Chair

David H. Jenkins  
Vice-Chair

WKC/cm

Copy: HRPDC Commissioners
MEMORANDUM OF AGREEMENT
BETWEEN
THE HAMPTON ROADS PLANNING DISTRICT COMMISSION AND
THE CITY OF SUFFOLK,
THE COUNTY OF SOUTHAMPTON, AND
THE COUNTY OF ISLE OF WIGHT
REGARDING
“HRPDC Universal Broadband for Suffolk, Isle of Wight, and Southampton 2022”

1. PARTIES.
The parties to this Memorandum of Agreement ("Agreement") are the Hampton Roads Planning District Commission (HRPDC), the City of Suffolk (Suffolk), the County of Southampton (Southampton), and the County of Isle of Wight (Isle of Wight). Suffolk, Southampton, and Isle of Wight are collectively the “Participating Localities”.

2. AUTHORITY.
This Agreement is authorized under the approval of the Hampton Roads Planning District Commission, at its meeting held on March 17, 2022, the Suffolk City Council, at its meeting held on April 6, 2022, the Southampton County Board of Supervisors, at its meeting held on March 22, 2022, and the Isle of Wight County Board of Supervisors, at its meeting held on March 17, 2022.

3. PURPOSE.
The purpose of this Agreement is to set forth terms by which HRPDC and the Participating Localities will provide services and personnel in order to complete the deliverables set forth in section “6. Conditions/Responsibilities” of this Agreement.

4. BACKGROUND.
The HRPDC, on behalf of the Participating Localities and in partnership with Spectrum Southeast, LLC (Charter Communications), submitted a grant application to the Virginia Telecommunications Initiative (VATI) through the Virginia Department of Housing and Community Development (DHCD) to provide universal broadband service in the Participating Localities. The project set forth in the VATI grant application (VATI Project) has been awarded $21,120,053.50. The Participating Localities will provide an additional $6,400,000 in local contributions designated as match for the VATI Project. Charter Communications will supplement grant funds and local contributions towards the total VATI Project cost of $34,959,576. The Participating Localities have designated the HRPDC to serve as their administrative/fiscal agent and administrator for the VATI Project, for which the HRPDC will receive administrative funding for such services.

5. TERM.
The terms of this Agreement, as modified with the consent of both parties, will remain in effect until June 30, 2025. The Agreement may be extended by mutual written agreement of HRPDC and the
Participating Localities. This Agreement may be terminated by any party upon 30 days’ written notice to all other parties.

6. **CONDITIONS/RESPONSIBILITIES.**

**HRPDC**

1. The HRPDC will act as fiscal agent for the VATI Project and maintain accurate records of the financial expenditures of the VATI monies received and disbursed by HRPDC. HRPDC’s services as fiscal agent shall include the preparation of periodic financial reports, payment of monthly funding draws, approval of expenditures and invoices, and the documentation of matching funds.

2. The HRPDC will provide overall grant management of the VATI Project and provide coordination and administration of the VATI Project by working as a liaison between the Participating Localities, Charter Communications, and DHCD.

3. The HRPDC will collect the local contributions from each of the Participating Localities on or before July 31, 2022 and disburse the contributions to Charter Communications in the manner set forth in the Memorandum of Agreement between the HRPDC and Charter Communications to be entered into on or before April 26, 2022, the terms of which shall be incorporated in this Agreement by reference.

**SUFFOLK, SOUTHAMPTON COUNTY, AND ISLE OF WIGHT COUNTY**

1. The Participating Localities will provide HRPDC with reasonable access to Participating Localities’ information, as permitted by Virginia law, and personnel required to provide all work necessary in the network expansion activities, as provided by Charter Communications and the Memorandum of Agreement between the HRPDC and Charter Communications.

2. The Participating Localities will communicate in a timely manner with a Charter Communication point-of-contact for questions and requests regarding Charter’s network expansion activities and the services to be provided using the network expansion.

3. In recognition of the VATI grant requirements of a matching contribution by the Participating Localities, the following has been committed and will be provided to the HRPDC as follows:
   a. The City of Suffolk - $3,000,000 by July 31, 2022
   b. Southampton County - $1,000,000 by July 31, 2022
   c. Isle of Wight County - $1,200,000 by July 31, 2022 and $1,200,000 by July 31, 2023

7. **POINTS OF CONTACT; NOTICES**

All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered; (b) when transmitted via facsimile or other electronic device to the number set forth below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service, charges prepaid; (c) the first business day following the day, except if not a business day then the next Business Day, on which the same has been delivered prepaid to a reputable national overnight air courier service; or (d) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands, and communications, in each case to the respective parties, will be sent to the applicable persons and addresses set forth below, unless another address has been previously specified in writing.
The HRPDC Points of Contact for this project shall be:

Robert Crum  
Executive Director  
Hampton Roads Planning District Commission  
723 Woodlake Drive  
Chesapeake, Virginia 23320  
rcrum@hrpdcva.gov  
757-420-8300

John Harbin  
Senior Regional Planner  
Hampton Roads Planning District Commission  
723 Woodlake Drive  
Chesapeake, Virginia 23320  
jharbin@hrpdcva.gov  
757-420-8300

The Suffolk Points of Contact for this project shall be:

Randah Gaitan  
Senior Administrative Analyst  
City of Suffolk  
City Manager’s Office  
442 W Washington Street  
Suffolk, VA 23434  
rgaitan@suffolkva.us  
757-514-4013

Regina Chandler  
Interim Director of Information Technology  
City of Suffolk  
442 W Washington Street  
Suffolk, VA 23434  
rmchandler@suffolkva.us  
757-514-7241

The Southampton County Point of Contact for this project shall be:

Ashley Covington  
Marketing and Existing Business Manager  
Franklin Southampton Economic Development  
601 North Mechanic Street, Suite 300  
Franklin, VA 23851  
acovington@franklinsouthamptonva.com  
757-562-1958
The Isle of Wight County Point of Contact for this project shall be:

Donald Robertson  
Assistant County Administrator  
Isle of Wight County  
P.O. Box 80  
17090 Monument Cir.  
Isle of Wight, VA 23397  
droberts@isleofwightus.net  
757-365-6204

8. **OTHER PROVISIONS.**  
Nothing in this Agreement is intended to conflict with current law or regulations of the Commonwealth of Virginia, the Department of Commerce, the City of Suffolk, Southampton County, or Isle of Wight County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect. This Agreement, and all claims or causes of action, whether in contract or tort, that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution, or performance of this Agreement, including any claim or cause of action based upon, arising out of, or related to any representation and warranty made in or in connection with this Agreement, will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. **MODIFICATION.**  
This Agreement may be modified upon the mutual, written, consent of all parties.

10. **CONTENT.**  
This Agreement contains the entire understanding and present intentions of the parties relating to the VATI Project, and supersedes any and all previous agreements or understandings they may have regarding this subject matter, whether orally or in writing.

11. **COUNTERPARTS.**  
This Agreement may be executed in multiple counterparts, including by means of teledipped signature pages or electronic transmission in portable document format (pdf), any one of which need not contain the signatures of more than one party, and all such counterparts taken together will constitute one and the same instrument.

[Signature Pages Follow]
IN WITNESS WHEREOF, the Parties hereto have executed this MOA as of the day and year written below.

CITY OF SUFFOLK

[Signature]
Albert S. Moor II 4/6/22
City Manager

ATTEST:

[Signature]
Erika S. Dawley 4/12/2022
City Clerk

Address: 442 W Washington Street
Suffolk, VA 23434

Attn: Regina Chandler, Interim Director of Information Technology
Email: amoor@suffolkva.us
Email: rmchandler@suffolkva.us

APPROVED AS TO FORM

[Signature]
Sean P. DeLo 4/8/22
City Attorney  

Attachment 14
COUNTY OF ISLE OF WIGHT

Randy Keaton
County Administrator

Address: P.O. Box 80
17090 Monument Circle
Isle of Wight, VA 23397

Attn: Donald Robertson, Assistant County Administrator
Email: rkeaton@isleofwightus.net
Email: droberts@isleofwightus.net

APPROVED AS TO FORM

County Attorney

3-24-22
Hampton Roads Planning District Commission

[Signature]

Robert A. Crum, Jr.  Date
Executive Director

4/13/22
May 5, 2022

Dr. Tamarah Holmes
Director, Office of Broadband
Virginia Department of Housing and Community Development
600 East Main Street, Suite 300
Richmond, VA 23219

RE: HRPDC Universal Broadband for Suffolk, Isle of Wight County, and Southampton County 2022 (VATI #2022-022) – Performance-Based Admin Budget

Dear Dr. Holmes:

The Virginia Department of Housing and Community Development (DHCD) awarded the Hampton Roads Planning District Commission (HRPDC) a 2022 Virginia Telecommunications Initiative (VATI) grant to develop universal broadband access in the City of Suffolk, Isle of Wight County, and Southampton County (the Participating Localities) and has approved HRPDC to provide grant administration services. Funds for this project will be used by Spectrum Southeast, LLC (Charter Communications) to deploy a fiber-to-the-premises (FTTP) network to the businesses and residents identified in the project scope of work. HRPDC proposes the following scope of work and performance-based admin budget for this project.

I. Scope of Work

HRPDC agrees to provide technical assistance, financial management, and grant administration related to the VATI grant offered and administered by DHCD, and to do so in accordance with all terms and conditions set forth in this agreement, the project management plan, and the grant contract. HRPDC will assign staff to work in conjunction with Charter Communications and local government personnel to meet the VATI grant requirements of the project as described below:

A. General Coordination: HRPDC will aid ISP-partner Charter Communications in completing the pre-contract activities as required by DHCD and provide ongoing coordination and administration of the project by working as a liaison between Charter Communications, the Participating Localities, DHCD, and other project partners as needed. HRPDC will assist Charter Communications in the preparation of correspondence relating to the implementation of the project and contract.
B. **Financial Management & Record Keeping:** HRPDC will act as the fiscal agent on the project and will maintain accurate records of the financial expenditures of the VATI monies in this project. HRPDC will prepare drawdown requests, keep financial files in order with support documentation, prepare spreadsheets to show the allocation of funds to approved budget line items, and track all expenditures of leverage and matching funds in regard to the project. HRPDC will prepare and request budget revisions and, with assistance from Charter Communications, determine eligible budget expenses for the project activities.

C. **Project Management Plan:** HRPDC will prepare the Project Management Plan and any revisions and updates of the Plan, with assistance from Charter Communications and the Participating Localities. HRPDC will schedule regular Steering Committee Meetings (if required) to meet all tasks according to identified timelines. HRPDC will prepare monthly and annual updates of project progress for submittal to DHCD as required.

D. **General Record Keeping:** HRPDC will be responsible for setting up the files associated with the VATI-related activities of the project in accordance with the guidelines set forth in the grant agreement and related documents. All items required will be kept in appropriate files for future compliance reviews by DHCD. All files, records, documentation, and correspondence associated with this project shall be housed with HRPDC, with appropriate copies of said documents housed with Charter Communications.

E. **Reporting:** HRPDC will prepare all reports required by DHCD in conformance with the VATI contract requirements. These will include, but not necessarily be limited to, the annual status reports, the monthly status reports, the various compliance and closeout documents required including, but not limited to, a final financial report, a final construction report, and a final evaluation report.

F. **Administrative Close Out:** HRPDC will prepare and submit all final reports required to close out the VATI grant.

II. **Method of Payment**

Payment to the HRPDC for its services pursuant to this Scope of Work shall be based upon the following performance-based budget and deliverables met.
<table>
<thead>
<tr>
<th>Threshold</th>
<th>Amount</th>
<th>Deliverables/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of Pre-construction Activities per Contract Negotiation Record meeting held on January 26, 2022</td>
<td>$5,000</td>
<td>Prior Authorization Letter Response to CNR Items Establishment of Project Management Team Revised Project Management Plan Project Communications Plan Construction Schedule Detailed Derivation of Cost Document Availability of Match Funds Labor Certification / Continuity Plan Revised Budget in CAMS Approval of Performance-Based Admin Budget</td>
</tr>
<tr>
<td>Execution of Contract and Agreements</td>
<td>$2,400</td>
<td>Executed DHCD-HRPDC Contract, HRPDC-Charter Communications Agreement, and HRPDC-Participating Localities Agreement submitted in CAMS.</td>
</tr>
<tr>
<td>Submission of monthly progress reports – approximately @ 36 x $100 each</td>
<td>$3,600</td>
<td>Progress reports submitted to DHCD via CAMS.</td>
</tr>
<tr>
<td>Regular Steering Committee Meetings &amp; Contract Monitoring - approximately 16 @ $500 each</td>
<td>$8,000</td>
<td>Documentation of monthly Steering Committee meetings including agendas and sign-in sheets.</td>
</tr>
<tr>
<td>Compliance Reviews (2) and Annual Reporting (3) @ $1,000 per review/report</td>
<td>$5,000</td>
<td>Preparation and participation in DHCD Compliance reviews and on-site visits. Includes follow-up with any compliance findings. Preparation and submittal of DHCD annual reporting including programmatic and financial records.</td>
</tr>
<tr>
<td>Financial Management &amp; Drawdown Requests</td>
<td>$13,083</td>
<td>Financial management of VATI, match, and leverage funds. Preparation of quarterly drawdown request. Includes collecting backup documentation and tracking match. Submitted via CAMS.</td>
</tr>
<tr>
<td>Administrative Project Closeout</td>
<td>$5,000</td>
<td>Accepted closeout reports submitted to DHCD.</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$42,083</strong></td>
<td></td>
</tr>
</tbody>
</table>

III. **Time of Performance**

The time period during which services are to be provided by HRPDC shall begin on July 1, 2022 and continue for approximately 36 months or until the completion of the project.
Should you have any questions or concerns about the proposed scope of work or performance-based admin budget, please do not hesitate to contact me at (757) 420-8300 or rcrum@hrpdcvagov.

Sincerely,

[Signature]

Robert A. Crum, Jr.
Executive Director

JH/cm