

AGENDA
FLUVANNA COUNTY BOARD OF SUPERVISORS
Regular Meeting
Circuit Courtroom
Fluvanna Courts Building
January 19th 2011
7:00 p.m.

1-CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

TAB X **2-INTERVIEWS FOR RIVANNA DISTRICT BOS MEMBER (5 minutes each)**

- Mr. Jeffrey Hans Braun
- Mr. Chris Fairchild
- Mrs. Debra Y. Kurre
- Ms. Gequetta G. Murray-Key
- Mr. Steve Nichols
- Mr. Lyle Pitt
- Mr. Samuel E. Richardson
- Mr. Joe Ronan

3-REPORTS

Jay Scudder, County Administrator

4-PUBLIC COMMENTS #1 (5 minutes each)

5-CONSENT AGENDA

- TAB YZ Minutes of January 5th 2011 – Mary Weaver, Clerk, Board of Supervisors
- TAB A Approve payment of Fluvanna’s Legal Fees for James River Water Authority (JRWA) – Renee Hoover,
Finance Director
- TAB B Federal Grant Signatory Authority – Patricia A. Groot, Grants Administrator

6-ACCOUNTS PAYABLE

None

7-PUBLIC HEARING

None

8-PRESENTATIONS (normally not to exceed 10-minute limitation)

- TAB C Region Ten Community Service Board – Robert Johnson, Director and Barbara Bartels, Fluvanna
Representative
- TAB D Results of Comparative Radio Analysis Study – RCC Consultants **DEFERRED**
- TAB E Virginia Cooperative Extension Update – John Thompson, Extension Agent & Unit Coordinator
- TAB F Mid Fiscal Year 2011 Financial Report Update – Renee Hoover, Finance Director

9-ACTION MATTERS

- TAB G Request for Proposal Authorization for Audit Services – Renee Hoover, Finance Director

10-OLD BUSINESS

11-NEW BUSINESS

12-PUBLIC COMMENT #2 (5 minutes each)

13-CLOSED MEETING

14-ADJOURN

Pledge of Allegiance

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

FLUVANNA COUNTY BOARD OF SUPERVISORS PUBLIC HEARING RULES OF PROCEDURE

1) PURPOSE

The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action. A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.

2) SPEAKERS

- Speakers should approach the lectern so they may be visible and audible to the Board.
- Each speaker should clearly state his/her name and address.
- All comments should be directed to the Board.
- All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion. Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
- Speakers with questions are encouraged to call County staff prior to the public hearing.
- Speakers should be brief and avoid repetition of previously presented comments.

3) ACTION

At the conclusion of the public hearing on each item, the Chairman will close the public hearing. The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items. Further public comment after the public hearing has been closed generally will not be permitted.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
FAX (434) 591-1911
www.co.fluvanna.va.us

BOARD OF SUPERVISORS

John Y. Gooch, Chairman
Palmyra District

Shaun V. Kenney, Vice Chair
Columbia District

Donald W. Weaver
Cunningham District

Mozell H. Booker
Fork Union District

Joseph C. Chesser
Rivanna District

Vacant
Rivanna District

TO: The Honorable Board of Supervisors

FROM: Mary Weaver, Clerk to the Board

COPY:

DATE: January 11, 2011

RE: Interviews for Rivanna District BOS Member

In order to facilitate the selection of a new Board member to replace Gene Ott, please remember to bring with you to the meeting the packet of information regarding all of the applicants.

Sincerely,

Mary L. Weaver
Clerk to the Board

STAFF

Jay Scudder
County Administrator
jscudder@co.fluvanna.va.us

Mary L. Weaver
Clerk to the Board
mweaver@co.fluvanna.va.us

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom
Fluvanna Courts Building
January 5th 2011
2:00 p.m.

MEMBERS PRESENT: Shaun V. Kenney
Joe Chesser
John Y. Gooch
Donald W. Weaver

MEMBERS ABSENT: Mozell H. Booker

ALSO PRESENT: Jay Scudder, County Administrator
Frederick W. Payne, County Attorney
Renee Hoover, Finance Director
Darren Coffey, Director of Planning and Community Development
Mary L. Weaver, Clerk, Board of Supervisors

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Mr. Jay Scudder, County Administrator, called the organizational meeting of January 5th 2011 to order at 2:00 p.m. in the Circuit Courtroom of the Courts Building in Palmyra, Virginia and the Pledge of Allegiance was recited after which, Mr. Scudder called for a moment of silence.

2011 Organizational Meeting of the Fluvanna County Board of Supervisors
Election of Chairman and Vice Chairman

Mr. Jay Scudder, County Administrator, addressed the Board that Ms. Booker had contacted him and Mr. Shaun Kenney, 2010 Vice-Chairman of her desire to participate in the voting of Chairman and Vice-Chairman via phone which is allowed by the Virginia Statue. Mr. Fred Payne, County Attorney, reviewed with the Board Statue 2.2.3708.1 which was amended in 2007 to allow a member to vote by electronic means from a remote location due to a medical condition that prevents physical attendance at the meeting.

Ms. Booker was called at Martha Jefferson Hospital and put on speaker phone.

Election of Chairman

This action will elect a new Chairman to the Board of Supervisors.

Mr. Jay Scudder, County Administrator, opened the floor for nominations.

Supervisor Chesser nominated Supervisor Gooch for Chairman and Supervisor Booker seconded.

Supervisor Weaver nominated Supervisor Chesser for Chairman and Supervisor Kenney seconded.

VOTE COUNT: Supervisor Gooch 3-2 AYES: Chesser, Gooch and Booker
Supervisor Chesser 2-3 AYES: Kenney, and Weaver

With the majority of AYES Supervisor Gooch was elected Chairman.

Election of Vice-Chairman

This action will elect a new Vice-Chairman to the Board of Supervisors.

Chairman Gooch opened the floor for nominations for Vice-Chairman.

Supervisor Chesser nominated Supervisor Kenney and Supervisor Weaver seconded.

VOTE COUNT: Supervisor Kenney 5-0 AYES: Chesser, Kenney, Booker,
Weaver and Gooch

With the majority of AYES Supervisor Kenney was elected Vice-Chairman.

Ms. Booker ended her phone connection and was no longer participating in the meeting.

Selection of Dates for the Board Meetings

This action will adopt the Board of Supervisors 2011 regular Meeting Calendar as presented.

Vice-Chairman Kenney proposed to change the time for the day Board of Supervisors meeting to 7:00 p.m. in consideration of Board members that are still working.

After Board discussion, the times remained as is with no change.

MOTION:

Mr. Kenney moved to adopt the Board of Supervisors 2011 regular Meeting Calendar as presented [which does not include any joint meetings or work sessions]. Mr. Weaver seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

Resolution Entitled “Organizational Meeting of the Fluvanna County Board of Supervisors 2011”

The Code of Virginia requires an annual organizational meeting of the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates.

MOTION:

Mr. Kenney moved to adopt the resolution [attached hereto] entitled “Organizational Meeting of the Fluvanna County Board of Supervisors 2011” which solidifies the meeting place and the day and time of the meetings. Mr. Chesser seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

Adoption of Board By-Laws and Rules of Procedures

This action will adopt the Fluvanna County Board of Supervisors By-Laws & Rules of Practice & Procedures.

MOTION:

Mr. Kenney moved to adopt the Fluvanna County Board of Supervisors By-Laws & Rules of Practice & Procedures as amended. Mr. Chesser seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

Appointments/Boards & Commissions [replacements for Gene Ott]

This action will fill the vacancies for the Boards, Commissions and Committees left with Supervisor Ott’s resignation.

The Board discussed and chose to fill the Emergency Services Director and the Virginia Association of Counties Legislature Contact. They chose to table Audit Committee, Community Policy Management Team, Palmyra Wastewater Committee, Piedmont Workforce Council, Thomas Jefferson Planning Economic Development & Water Committee until the new Board member is appointed.

MOTION:

Mr. Chesser moved to appoint Chairman Gooch the Emergency Services Director and the Virginia Association of Counties Legislature Contact with a term to begin immediately and to terminate on December 31st 2011. Mr. Kenney seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

Board of Supervisors Regular Meeting

Chairman Gooch proceeded with the regular meeting of the Board of Supervisors for Wednesday, January 5th 2011.

REPORTS

VDOT – Ms. Karen Kirby – Introduced the new Charlottesville Residency Maintenance Manager, Mr. David Crim. VDOT six year plan was not ready due to weather, will be sent to staff and delivered to Board members through Friday mail.

Mr. Jay Scudder, County Administrator, reported on the following topics:

- ***Lake Monticello Land Swap Agreement*** – apprised the Board that contract has been signed and given to Mr. Fred Payne, County Attorney
- ***US Cellular Contract*** – apprised the Board that the contract specified the lattice tower be removed by the end of 2010, tower is down and contract is complete.
- ***5 Year Financial Forecast*** – apprised the Board staff would like to involve key staff for input. This group would include member from Board of Supervisors, Planning Commission, School Finance Director, Commission of Revenue and Treasurer. Intend to have a presentation prepared for the Board of Supervisors and community on February 9th, 2011 Board of Supervisors Meeting. Supervisor Kenney offered to be the BOS Representative.
- ***Closed Session*** – Mr. Fred Payne, County Attorney, requested the Board to hold a closed session to discuss actual and potential litigation.

PUBLIC COMMENTS #1

Chairman Gooch opened the floor for the first round of public comments.

The following citizens addressed the Board:

- Mr. Dennis Holder, Columbia District – representing the Fluvanna Friends of Rural Preservation, addressed the Board regarding SUP 10:04 Central Meadows, LLC approved at the November 17, 2010 meeting, feels special use permit was obtained under false pretenses.
- Mr. Tom Payne, Palmyra District – addressed the Board regarding the outstanding job Fluvanna County employees are doing, please keep water to the forefront, don't let the water permit expire and thank you for the progress on the Carysbrook renovations.
- Ms. Elizabeth Franklin, Columbia District – addressed the board regarding SUP 10:04 Central Meadows, LLC approved at the November 17, 2010 meeting, feels special use permit was obtained under false pretenses.
- Ms. Gequitta Key, Rivanna District – thanked the Board on behalf of the PTO for helping with the cleanup project at the Fluvanna County Middle School over the winter break.

With no one else wishing to speak, Chairman Gooch closed the first round of public comments.

CONSENT AGENDA

The following items were pulled from the consent agenda:

- Minutes of December 15th 2010

Minutes of December 15th, 2010

MOTION:

Mr. Weaver moved to approve the December 15th, 2010 minutes as amended. Mr. Gooch seconded. The motion carried with a vote of 3-0-1 AYES: Gooch, Kenney and Weaver. NAYS: None. ABSTAINED: Chesser. ABSENT: Booker.

ACCOUNTS PAYABLE

Renee Hoover, Finance Director, addressed the Board regarding the accounts payable.

MOTION:

Mr. Weaver moved the Accounts Payable from November 22nd 2010 to December 22nd 2010 and payroll for the month of November 2010 in the amount of \$5,398,103.19 be ratified. Mr. Kenney seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker.

Fund 100	General Fund	\$ 788,644.36
Fund 120	Community Programs (Parks & Rec)	3,513.00
Fund 302	Capital Improvements	2,130,682.56
Fund 401	Debt Services	1,942,051.40
Fund 502	Utility (Sewer)	3,717.87
Fund 505	Fork Union Sanitary District	13,841.25
<u>Payroll</u>		<u>515,652.75</u>
Total		\$ 5,398,103.19

PUBLIC HEARING

None

PRESENTATIONS:

FY12 Capital Improvements Plan (CIP)

Mr. Darren Coffey, Planning Director, provided a PowerPoint presentation to the Board of Supervisors with a brief overview of the proposed FY 2012-16 Capital Improvements Plan. Mr. Coffey provided information on the Planning Commission's recommendation with an emphasis on the following priorities:

1. Communications (Radio & Paging System)
2. Patrol Vehicles & equipment
3. Administration Building HVAC
4. School buses (2 new; 2 replacement)

ACTION MATTERS

Appointment/Boards, Commissions and Committees

Agricultural/Forestral Advisory Committee – At large

MOTION:

Mr. Chesser moved to appoint Tom Barnes to the Agricultural/Forestral Advisory Committee, At Large position, with a term to begin immediately and to terminate on June 30th 2014, filling the vacant seat left by Mr. Bob Lum. Mr. Weaver seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

MOTION:

Mr. Weaver moved to appoint Patricia Eager to the Agricultural/Forestal Advisory Committee, At Large position, with a term to begin immediately and to terminate on June 30th 2014 filling the vacant seat left by Mr. Gussie Cosner. Mr. Kenney seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

Parks and Recreation Advisory Board – At Large

MOTION:

Mr. Chesser moved to appoint David Tatman to the Parks and Recreation Advisory Board, At Large position, with a term to begin immediately and to terminate on June 30th 2012, filling the vacant seat left by Mary Serena Burch. Mr. Kenney seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

Planning Commission – Rivanna District

This appointment was deferred to the February 2, 2011 meeting.

OLD BUSINESS

None

NEW BUSINESS

The following items were discussed under old and new business:

- Applicants for the Rivanna District Board of Supervisor Position – The Board agreed to have all applicants speak for five minutes at the beginning of the January 19th 2011 meeting for a public interview.
- Economic Development Sustainability
- Rescue Recovery Proposals
- Fluvanna County Seal Law Suit
- SUP 10:04/ Central Meadows, LLC

The Board **tasked** staff with researching accusations in reference to SUP 10:04.

PUBLIC COMMENTS #2

Chairman Gooch opened the floor for the second round of public comments.

The following citizens addressed the Board:

- Mr. Adrian Miller, Rivanna District – addressed the Board regarding signs of encouragement of business in the area, water issues and the Federal debt ceiling.
- Mr. Len Gardner, Rivanna District – congratulated Mr. Gooch on his election of chairman, water issue is critical to the future of this county and would Mr. Chesser please speak louder.

- Mrs. Debra Kurre, Rivanna District – addressed the Board regarding Economic Development and lack of infrastructure for large businesses.

With no one else wishing to speak, Chairman Gooch closed the second segment of public comments.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING:

At 3:41 p.m. Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting pursuant to the provisions of Section 2.2-3711 of the Code of Virginia, 1950, as amended, for the purpose of discussing possible litigation and legal matters. Mr. Kenney seconded. The motion carried by a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION:

At 4:40 p.m., Mr. Weaver moved the closed meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session. Mr. Chesser seconded. The motion carried by a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

MOTION:

At 4:41 p.m. the following resolution was adopted by the Fluvanna County Board of Supervisors following a closed meeting held Wednesday, January 5th 2011 on motion of Mr. Weaver, seconded by Mr. Chesser and carried by the following vote: AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

“**BE IT RESOLVED** to the best of my knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting.”

ADJOURN

MOTION:

At 4:42 p.m., Chairman Gooch moved to adjourn the meeting of Wednesday, January 5th 2011. Mr. Weaver seconded. The motion carried with a vote of 4-0. AYES: Chesser, Gooch, Kenney and Weaver. NAYS: None. ABSENT: Booker

John Y. Gooch,
Chairman

Jay Scudder

From: B048243803@VTEXT.COM
Sent: Wednesday, January 06, 2011 12:00 PM
To: Jay Scudder
Subject: I would like to vote

*sent from Mrs. Bookers
phone to cell phone
January 4th.*

I would like to vote electronically for BOS chair and Vice Chair as permitted by State Code 2.2-3708.1 A-2. I would like to vote for



**BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia**

RESOLUTION

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, January 5th 2011, in Palmyra, Virginia, the following action was taken:

Present

*Mozell Booker
Joe Chesser
John Gooch
Shaun V. Kenney
Donald W. Weaver*

Vote

*ABSENT
YEA
YEA
YEA
YEA*

On a motion by Mr. Kenney seconded by Mr. Chesser and carried by a vote of 4-0 the following resolution was adopted:

Organizational Meeting of the Fluvanna County Board of Supervisors 2011

WHEREAS, the Code of Virginia requires an annual organizational meeting for the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates and,

WHEREAS, the Board of Supervisors does now conduct such an organizational meeting.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors that it does hereby designate the Circuit Courtroom in the Fluvanna Courts Building as its meeting place for regular meetings to be held on the first Wednesday of each month at 2:00 p.m. and the third Wednesday of each month at 7:00 p.m. Except in the month of August when the only meeting shall be on the first Wednesday starting at 2:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for public hearings.

FURTHER BE IT RESOLVED by the Board of Supervisors that it does hereby designate the fourth Wednesday at 7:00 p.m. as the meeting date for any such regular meeting that is postponed due to weather or such other circumstances.

Adopted this 5th day of January 2011
by the Fluvanna County Board of Supervisors

ATTEST:

Jay Scudder, County Administrator

MOTION: I move to approve payment of legal fees in the amount of \$326.50 for the James River Water Authority (JRWA) from the Board of Supervisors contingency line 4-100-091070-5850.

AGENDA

BOARD OF SUPERVISORS

January 19, 2011

SUBJECT: Approve Payment of Fluvanna's Legal Fees for James River Water Authority (JRWA)

RECOMMENDATION: Staff recommends the Board of Supervisors approve payment of \$326.50 to James River Water Authority for legal bills.

TIMING: January 27, 2011

FISCAL IMPLICATIONS: None

POLICY IMPLICATIONS: None

DISCUSSION: Attached is a copy of the bill for legal services from McGuire Woods. This bill dated November 15, 2010 for \$653 should be the last attorney's bill for JRWA unless the JRWA is revived per conversation with Mr. Kurt Krueger.

LEGISLATIVE HISTORY:

Staff: Renee Hoover, Finance Director

Copy:

Attachments:

.....
For County Administrator's Use Only:

Comments:

Jay Scudder, County Administrator

McGUIREWOODS

Kurt J. Krueger
434.977.2521

Court Square Building
Post Office Box 1288
Charlottesville, VA 22902-1288

November 15, 2010

REMITTANCE COPY
PLEASE RETURN WITH PAYMENT
DIRECT ACCOUNTING INQUIRIES TO (804) 775-1601 OR (800) 775-2202

James River Water Authority
Attn: Joe Chesser, Treasurer
123 Main Street
Palmyra, VA 22963

INVOICE NO. 91304482

TAX ID NO. 54-0505857

Re: Petition to Overturn SCC Certificate of Incorporation
Our File No.: 2056846-0001

Balance Forward from Prior Invoices: \$2,436.00
(IF BALANCE FORWARD PREVIOUSLY PAID, PLEASE DISREGARD)

Current Invoice:
Current Fees: \$653.00
Current Disbursements: \$0.00
Current Invoice Total: \$653.00

Total Balance Due for this Matter: \$3,089.00

PLEASE REMIT PAYMENT TO THE FOLLOWING ADDRESS:

McGuireWoods LLP
Attn: Accounts Receivable
901 E. Cary Street
Richmond, VA 23219-4030

PAYMENT IN FULL IS DUE UPON PRESENTATION

McGUIREWOODS

Kurt J. Krueger
434.977.2521

Court Square Building
Post Office Box 1288
Charlottesville, VA 22902-1288

November 15, 2010

James River Water Authority
Attn: Joe Chesser, Treasurer
123 Main Street
Palmyra, VA 22963

Bill Through: 10/31/10

INVOICE NO. 91304482

TAX ID NO. 54-0505857

FOR PROFESSIONAL SERVICES RENDERED AND EXPENSES INCURRED:

Re: Petition to Overturn SCC Certificate of Incorporation
Our File No.: 2056846-0001

09/02/10	E-mails from F. Payne and B. Hodges regarding Motion to Dismiss Appeal; forward to D. Mullen Kurt J. Krueger	.20
09/02/10	E-mails regarding timing of motion to dismiss; telephone call to M. Stinger, State Corporation Commission regarding concurrent motions to dismiss; e-mail to F. Payne and G. Hoffman regarding conference with M. Stinger Robert L. Hodges	.40
09/07/10	Telephone call to State Corporation Commission regarding motion to dismiss Robert L. Hodges	.20
09/09/10	E-mail regarding motion to dismiss Robert L. Hodges	.20
09/17/10	E-mails regarding motion to dismiss Robert L. Hodges	.30

<u>Timekeeper</u>	<u>Rate/HR</u>	<u>Hours</u>	<u>Fees</u>
Kurt J. Krueger	\$515.00	0.2	\$103.00
Robert L. Hodges	\$500.00	1.1	\$550.00
		<u>1.3</u>	<u>\$653.00</u>
TOTAL FEES			

Summary of Fees and Expenses:

Total Fees for Matter:	\$653.00
Total Expenses for Matter:	<u>\$0.00</u>
Total for this Invoice:	<u><u>\$653.00</u></u>

McGuireWoods LLP
Court Square Building
310 Fourth Street N.E., Suite 300
P.O. Box 1288
Charlottesville, VA 22902-1288
Phone: 434.977.2500
Fax: 434.980.2222
www.mcguirowoods.com

Kurt J. Krueger
Direct: 434.977.2521

McGUIREWOODS

kkrueger@mcguirowoods.com
Direct Fax: 434.980.2261

November 18, 2010

James River Water Authority
Mr. Joe Chesser, Treasurer
123 Main Street
Palmyra, VA 22963

RE: Petition to Overturn SCC Certificate of Incorporation

Dear Joe:

Enclosed is our invoice for services rendered to finish the Doug Johnson SCC petition and appeal matter. This should be the end of fees incurred for this matter. No additional time has been posted to the organizational and project financing matters shown on the copy of proformas I included with my letter dated October 1.

Please feel free to let me know if you have any questions.

Sincerely,



Kurt J. Krueger

Enclosure

27546235.1

MOTION: I move that the Board of Supervisors approve the attached resolution granting authority to William P. "Jay" Scudder, County Administrator; Renee Hoover, Finance Director; and Patricia Groot, Grants Administrator to sign documents related to any grants or federal assistance provided by or through the U.S. Environmental Protection Agency (EPA) as detailed by the resolution..

AGENDA

BOARD OF SUPERVISORS

January 19, 2011

SUBJECT: Signatory Resolution for EPA grants and federal assistance.

TIMING: Routine.

POLICY IMPLICATIONS: EPA grant awards require an affirmative statement from the Board of Supervisors designating authorized representatives for purposes of applying for, securing and administering grants and other federal assistance.

FISCAL IMPLICATIONS: Closing the EPA grant for the Palmyra Sewer Extension Project requires adoption of the attached resolution.

DISCUSSION: In order to complete the final paperwork to close the Palmyra Sewer Extension Project, the Board needs to affirmatively state that the staff noted in the resolution have the authority to execute the documents required to accept, administer and close the grant. Under the EPA rules, the authority is bestowed to individuals and not positions; therefore the new County Administrator needs to be named. As a formality, the Finance Director and the Grants Administrator are also listed by name.

Staff: Pat Groot, Grants Administrator

Attachment: EPA Signatory Resolution

County Administrator's Use Only

Jay Scudder, County Administrator



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, January 19, 2011 in Palmyra, Virginia, the following action was taken:

Present

John Y. Gooch, Chairman
Shaun V. Kenney, Vice-Chairman
Donald W. Weaver
Mozell H. Booker
Joe Chesser

Vote

On a motion by Mr./Ms -----, seconded by Mr./Ms. -----, and carried by a vote of ____, the following resolution was adopted:

A RESOLUTION OF THE
FLUVANNA COUNTY BOARD OF SUPERVISORS

WHEREAS, the U. S. Environmental Protection Agency requires grant recipients to designate authorized representatives for purposes of applying for, securing and administering grants and other federal assistance,

NOW THEREFORE BE IT RESOLVED, that the Fluvanna County Board of Supervisors does hereby name and appoint William P. "Jay" Scudder, County Administrator, as its authorized representative for purposes of signing on behalf of Fluvanna County any and all documents which are necessary or appropriate in order to apply for, secure and administer all current and future grants and other federal assistance by or through the U. S. Environmental Protection Agency, including but not limited to U.S. Environmental Protection Agency Special Appropriation Act Project grants, and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors does additionally hereby name and appoint Renee Hoover, Director of Finance, as its authorized representative for purposes of signing on behalf of Fluvanna County any and all payment requests relating to such current and future grants and other federal assistance, and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors does additionally hereby name and appoint Patricia A. Groot, Grants Administrator, as its authorized representative for purposes of signing on behalf of Fluvanna County any and all administration documents relating to such current and future grants and other federal assistance.

ADOPTED this 19th day of January,

John Y. Gooch, Chairman of the Board of Supervisors

A COPY ATTEST:

Mary L. Weaver, Clerk to the Board

"Working Together To Enrich our Community One Life at a Time"



MEMORANDUM

To: Fluvanna County Board of Supervisors
From: Barbara Bartels, Region Ten Community Service Board Member
Date: January 6, 2011

I will be providing the Board of Supervisors with information about likely changes to how Medicaid will be managed at the State level. The local impact of these changes is likely to be significant, so I am hoping to begin an ongoing conversation with Council that facilitates community planning of a local system of care.

Background

- ✓ The State system of Community Service Boards (CSB) provides a critical safety net for insured and uninsured individuals with mental health, substance abuse, and/or intellectual disabilities.
- ✓ CSBs have a long and successful history of blending and braiding multiple sources of (mostly public) funds, allowing for a rich service array and flexibility in the face of funding fluctuations.
 - Region Ten is able to provide services to 1 out of 4 individuals who can pay little or nothing for their services.
- ✓ Medicaid reimbursements comprise 61% of Region Ten's overall funding (44% statewide).
- ✓ In response to National Healthcare Reform, the State is looking toward a managed care approach to administering Medicaid dollars.
- ✓ As experienced in other States, if Medicaid administration is privatized, this will likely lead to (a) the fragmentation of the system of care, and (b) an immediate 15-20% decrease in available resources.
- ✓ As experienced in other States, if the CSBs are awarded a contract to self-manage Medicaid, there will be more dollars, flexibility, and cohesion in service provision (i.e., about 6% overhead is expected).

Requests

- The Region Ten Board asks the Board of Supervisors to help lobby the State Legislature in favor of CSB self-management of Medicaid.
- In the current economic climate, Region Ten will continue to face financial losses over the next several years, and asks to the County to partner with local stakeholders to proactively plan a local system of care, including identifying solutions to funding shortfalls.
- "We urge you to support the VACSB proposal to manage the state Medicaid dollars which will prevent private "for-profit" HMOs from taking scarce resources from our community and leaving the localities to fund lost services out of local dollars".

I will be accompanied to the Board of Supervisors Meeting by Steven Stern, Board Chair and Robert Johnson, Executive Director; we look forward to your questions and discussion.

Region Ten Community Services Board www.regionten.org
Providing Mental Health, Intellectual Disability, Substance Use and Crisis Services
Serving Charlottesville, Albemarle, Fluvanna, Greene, Louisa, Nelson



Comparative Analysis of Communications System Options

Today's Agenda

- Background
- RCC Scope of Work
- Findings
- Recommendations
- Next Steps
- Questions and Answers

3

Background

- Fluvanna County is Faced with
 - Regulatory Requirements
 - (Narrowbanding/FR-2)
 - Aging Equipment
 - Performance Concerns
 - Coverage – Mostly Portable
 - Reliability – Depend on Phone Lines
 - Advancing Technology
 - Increased User Expectations
 - Limited Expansion at Current Sites

4



Scope of Work

- **Compare High Band VHF and UHF bands**
 - Differences in Performance
 - Suitability (and Need) for Trunking
 - Functional Differences
 - Maintenance Requirements
- **Preliminary Look at Infrastructure Issues**
- **Compare Options, Including Costs**

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Scope of Work

- **Tasks**
 - Kickoff Meeting
 - Data Collection (Existing Information)
 - Site Visits
 - Preliminary Analysis
 - Coverage Analysis (Current)
 - Coverage Improvement Analysis
 - Final Report

6



Findings

- **County Public Safety**
 - Primarily Operates High Band VHF
 - Four "Repeated" Channels
 - Most Neighboring Localities are also HB VHF
 - Four out of Five
 - Albemarle Operates Primarily at 800 MHz
 - Transmit from a Single Site in Palmyra
 - Have Three Receivers in Outlying Areas
 - To Improve "Talk In" from Portable Radios

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Current Radio System

- High Band VHF (150-160 MHz)
- One Main Transmitter (Repeater) Site
 - Lattice Tower Between Schools/Fire Station
- Three “Satellite” Receiver Locations
 - Bremo Bluffs (Dominion Va Power)
 - Scottsville Water Tank (Town)
 - Kents Store Fire Department

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Current Radio System

- Sheriff’s Department
 - Two High Band VHF Channels (Shrf 1/Shrf 2)
 - One Low Band VHF Dispatch Channel
 - Rarely Used
 - SIRS
 - Low Band “Interoperability” Channel
- Fire/Rescue
 - Two High Band VHF Channels (FR2/FR1)
 - Various High Band VHF Channels for Interop

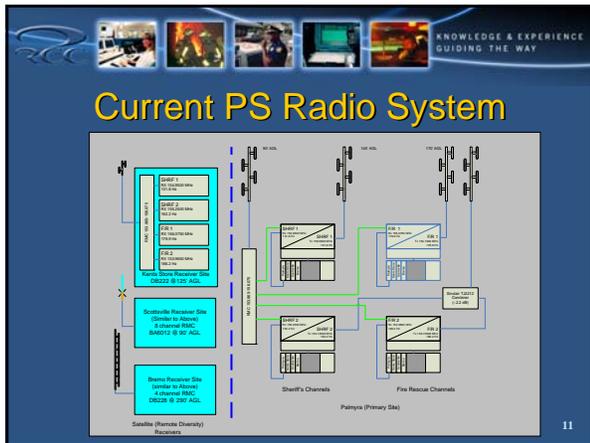
9



Portable Usage

- Portable Inventory Numbers in Fluvanna
 - 3:1 Compared to Mobile Radios
- Portables
 - are Low Power (5 W)
 - Have Inefficient antennas
 - Antennas are Not in Good Location
 - Shielded When Held Close to the Body
 - Near Ground Level When at Head or on Hip

10



Equipment	Approximate Life Expectancy	
	Years	Average (months)
Remote Control/Transport	10 - 15	150
Base Station	7 - 10	102
Mobile	5 - 7	72
Portable	3 - 5	48

- ### Findings
- **County Schools (for Comparison)**
 - Operates UHF
 - Two "Repeated" Channels
 - One is "Voted" (Voice)
 - One is not (GPS)
 - Also Used by Public Works
 - Less Concern with Interoperability
 - About 100 Vehicle-Mounted Radios
 - About 225 Portable Radios
 - Most Operations Central to County and Near Schools

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150 MHz or 450 MHz?

- **450 MHz**
 - Is a "More Structured" Band
 - Lends Itself to Repeater Operations and Easier Coordination
 - Can use Smaller, More Efficient Antennas
 - Is Less Susceptible to "Man Made" and Natural Noise
 - Is More Susceptible to Foliage Losses
- **150 MHz**
 - Less Susceptible to Foliage Loss/Better for Rural or Wide Area
 - Is More Susceptible to Noise and Interference
 - Requires Larger Antennas
 - Is More Difficult to Identify and Coordinate Frequencies
 - Especially for multiple channel or urban systems

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VHF Frequencies

Fluvanna County VHF Spectrum

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KNOWLEDGE & EXPERIENCE GUIDING THE WAY

UHF Frequencies

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150 MHz or 450 MHz?

- **450 MHz**
 - Is Allowed More Overall Transmit Power
 - (It's Needed – Losses are Greater)
 - Signals Penetrate Buildings and "Fill in" Better
 - Wavelengths are Shorter
- **150 MHz**
 - Antennas are Larger and/or Less Efficient
 - Less Power is Allowable, But it is Also Harder to Achieve
 - Signals Experience Less Losses
 - Signals Travel Farther
 - Greater Potential for Interference to or From Others
 - Because of Lack in Structure, Distant Base Stations can Interfere with More Local, but Weaker Signals on Same Frequency

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150 MHz or 450 MHz?

- **Schools System**
 - Seems to Provide Better Coverage
 - Transmits from Fluvanna High School
 - Has Satellite Receivers
 - Does not Have Requirements for
 - Intense Usage
 - Service at County Edges or Beyond
 - In-Building Coverage (Except Schools)
 - Communications with Other Agencies

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VHF Coverage (Public Safety Locations)

- **Palmyra**
 - Talk Out
 - 80% of Area to Portables on Street
 - 50% of Area to Portables in Medium Buildings
 - Talk In
 - 48% of Area From Portables on Street
 - 18% of Area From Portables in Medium Buildings
- **Talk In for all Public Safety Sites**
 - 90% of Area From Portables on Street
 - 53% of Area From Portables in Medium Buildings

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VHF Coverage (Palmyra Location – Talk Out)

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VHF Coverage (Palmyra Location – Talk In)

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VHF Coverage (Public Safety Sites – Talk In)

VHF Coverage (Fluvanna High School Location)

- Talk Out
 - 82% of Area to Portables on Street
 - 49% of Area to Portables in Medium Buildings
- Talk In
 - 64% of Area From Portables on Street
 - 29% of Area From Portables in Medium Buildings

VHF Coverage (FHS Location – Talk Out)

VHF Coverage (FHS Location – Talk In)



UHF Coverage (Schools Locations)

- Fluvanna High School
 - Talk Out
 - 47% of Area to Portables on Street
 - 26% of Area to Portables in Medium Buildings
 - Talk In
 - 24% of Area From Portables on Street
 - 10% of Area From Portables in Medium Buildings
- Talk In for all Schools Sites
 - 52% of Area From Portables on Street
 - 26% of Area From Portables in Medium Buildings

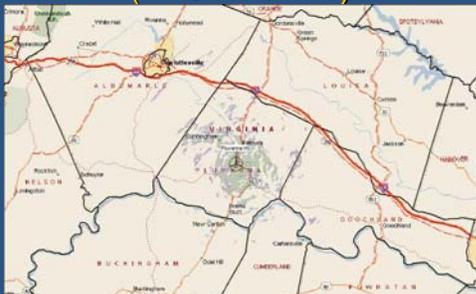


UHF Coverage (FHS – Talk Out)





UHF Coverage (FHS – Talk In)





Trunked Operation?

- **Depends on Operating Infrastructure**
 - Coverage Required
 - Radios Must First Hear Before They can Talk
 - Reliability/Availability/Uptime Required
 - Small Failures can Have a System-

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Digital Operation?

- **Current Trend**
 - Technology has Advanced
 - Methods Vary
 - Some Proprietary
 - Some Standards-Based
 - Offers More Consistent Performance
 - Less Noise/Static
 - Adds Error Protection
 - Subject to Limitations
 - Most Fire Departments Also Require Analog

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Alert Paging

- **Used to Alert Emergency Responders**
- **Approximately 150 Pagers**
- **Remainder use Portable Radios**
- **Now Takes Place on Dispatch Channel**
 - No “Advanced System” Pagers
 - Not Digital
 - Not Trunked
 - Would Require Second Alternate Channel

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Advanced Features

- **Per Unit Costs**
 - Digital Operation (P-25) \$500- 600
 - Encryption (AES) \$500- 600
 - Mobile Data (Low Speed) \$200- 300
 - Trunked Operation (P-25) \$1000-1200
- **Fully Capable "High Tier" Portable Radio** \$4000-5000

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Leased Telephone Lines

- 22 Used to connect equipment together
- Dedicated (always on)
- Very Costly (\$42K/yr)
- Unreliable (Prone to Problems/Outages)
- Most Designers Consider them Unsuitable to Support Simulcast Operation
 - Short Term and Long Term Variations

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Microwave Backhaul

- School System Has Microwave System
- From Fluvanna High School to Other Sites
- Has Additional Capacity
- May provide some Backhaul
 - If Equipment Collocated
 - May not Support Simulcast (Delays)

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Requirements for Interoperability

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Interoperability

- High Band VHF
 - Louisa
 - Goochland
 - Cumberland
 - Buckingham
- 800 MHz
 - Albemarle/Charlottesville
- ComLINC (RIOS System)
 - Compatibility Issues with Region 1

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“Narrowbanding”

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Recommendations

- **Do Not Abandon High Band VHF**
 - Even if UHF is Desirable/Implemented
 - HB VHF Should be Retained
 - HB VHF Must be Narrowbanded
- **Pursue Site Acquisition/Development**
- **Implement Microwave Backhaul System**
- **Consider Trunking Only as Partnership**

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Subscriber Radio Inventory

- **Mobile Radios** (Approximately 75)
 - Sheriff 30
 - Fire 20
 - Rescue 25
- **Portable Radios** (Approximately 200)
 - Sheriff 30
 - Fire 70
 - Rescue 100
- **Pagers** (Approximately 150)
 - Fire 90
 - Rescue 60

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Recommendations

- **Costs (Rough Order of Magnitude)**
 - Sites (Each Site)
 - Development 300K-350K
 - Support Equipment (MW/Network) 150K-175K
 - Equipment (Radio/Network) 40-50K/chan
 - Trunked "Master" Equipment 1M-1.5M
 - "Subscriber" Equipment
 - Control Stations 5000-6000
 - Mobiles 1800-4500
 - Portables 2000-3000
 - Pagers 400- 450

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Cost Summary

- **Five Sites**
 - Site Development \$1.5M
 - Four Channels Each Site \$0.7M
 - Microwave
 - Six "Links" and Networking \$0.9M
- **"Subscriber" Equipment**
 - 15 Control Stations \$0.08M
 - 70 Mobile Radios \$0.18M
 - 200 Portable Radios \$0.50M
 - 150 Pagers \$0.07M

\$3.93M

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Next Steps

- **Short Term**
 - Pursue Narrowbanding
 - Review Palmyra Antenna Usage
 - Review Collocation/Acquisition Options
- **Long Term**
 - Final Decision on VHF or UHF (and VHF)
 - Review and Pursue VHF Improvements
 - Consider Partnerships

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Questions

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Virginia Cooperative Extension Fluvanna County

Presented by
John Thompson
Agriculture and Natural Resources Agent
Unit Coordinator

Outline

- Virginia Cooperative Extension (VCE) Faculty and Staff Who Provide Services to Fluvanna County (with percentage of salary paid by Fluvanna County):
 - Current Office Staff
 - Agriculture Agents in Planning District (PD) 10
- Programs and Services offered in Fluvanna and PD 10
- Volunteerism with VCE (Multiplier Effect)
- Proposed Staffing in Restructuring Plan

The Fluvanna County Office: Current Office Staff

- **Agriculture and Natural Resource (ANR) Agent / Unit Coordinator**
John Thompson (6.6% County Funds)
- **4-H Youth Development Agent**
Kim Mayo (33% County Funds)
- **Unit Administrative Assistant (UAA)**
Erin Davis (100% **State** Funds)
- **Family Nutrition Program Assistant**
Faye Anderson (100% **Federal Grant** Funds)

PD 10

ANR Agents

- **John Thompson** – ANR Animal Science – Fluvanna Co. (specializing in small ruminants, small farming operations, ponds, water quality, Farmer's Market/direct marketing, small flock poultry and bees) (6.6%)
- **Charles Rosson** – ANR Animal Science – Louisa Co. (specializing in Livestock, Crops and Pesticide Recommendations and State Licensure Recertification, Direct Farm Marketing, Farm Transition) (5%)
- **Cathy Kloetzli** – ANR Horticulture –Greene Co.(specializes in commercial greenhouses) (3.3%)
- **Michael Lachance** – ANR Horticulture –Nelson Co. (specializes in vineyards, commercial fruit and vegetable production and bees) (5%)
- **Carrie Swanson** – ANR Animal Science – Albemarle Co./Charlottesville (specializing in equine) (4.6%)
- **Peter Warren** – ANR Horticulture – Albemarle Co./Charlottesville (Specializes in Horticulture and Entomology. Manages Master Gardener Program) **18% of salary (19.5% of our local allocation)**

PD 10

FCS Agents

- Tracy White- FCS Agent-Louisa
(specializing in food and nutrition, health, food safety and early childhood education)
- Christine Kastan-FCS Agent-Albemarle County, serving Fluvanna County
(specializing in nutrition, food preservation, food safety, personal finance, training for child care providers)

Programs and Services offered to Fluvanna County

4-H Youth Development

(Kim Mayo)

- 10 chartered 4-H Clubs, 1 In-School 4-H Club (Total of 145 enrolled youth)
- 4-H Camp 2010 (92 youth, 22 teens and 7 adults)
- Day Camps: Cloverbud, Geocaching.
- In-School Enrichment: Going Green @ FMS, Ag Day, Reality Store
- 4-H Leaders: 49 active with Clubs, another 54 for special programs; total of 103.
- Teaching Life Skills (communicating and relating to others, how to acquire, analyze and use information, how to problem solve and make wise decisions, how to manage resources and how to work with others, etc.)

through hands-on, experiential learning opportunities

FCS - Tracy (Nedza)White & Christine Kastan

Programs and Services offered;

- Court-Ordered Parenting
- Child Care Provider Training
- Serv-Safe - Food Service Manager Training
- Cooking for Crowds Food Safety Training for Community Organizations
- Food Preservation Classes
 - Hot Water Bath, Pressure Canning, Jams and Jellies
- Health and Nutrition
 - Master Food Volunteer Training
- Smart Beginnings Program

Charles Rosson

Provide leadership in Livestock Production and Crop Production for PD10

- Monthly educational lectures and meetings with Louisa Cattleman Association-
 - Over 50 cattle producers from Louisa, **Fluvanna**, Albemarle and Spotsylvania County attend each month
- Crop Production and Forage Production Meetings
- Pesticide recommendations and local oversight
- Pesticide Safety Training for private applicators
- **Farm Visits made to producers for technical advice**
- 5 week class series on Beef Production conducted in Louisa, **Fluvanna**, Nelson and Albemarle Counties
- Lectured over 1,000 school age children on Animal Meat Production at Louisa Dairy Day, **Fluvanna Ag Day** and Goochland Ag Day.
- **Small Farm Sustainability Workshop-Basics of Meat Animal Production**
- Assist with the Central Virginia Cattleman Association educational program-280 cattle producers in Central Virginia.
- Monthly Sheep and Goat Sales plus Orange Area Wool Pool Marketing
- Farm Transition Workshops in Louisa and Greene

John Thompson

- Household Drinking Water Clinic
- Pond Classes and visits
- Market Goat Showmanship
- Dairy Day
- Pesticide Trainings with Louisa/Orange and Albemarle
- Disaster Preparedness on Ag Issues
- **Upcoming Programs for 2011**
 - Beekeeping
 - Dairy Goat Workshops
 - Regional Farmers Market Workshop
- Small Ruminant Seminar
- Sustainability Series (11 classes)
- Beekeeping
- Work with Farmers Market Vendors
- Conservation Field Day
- Farm Visits as necessary
- Sheep and Goat Graded Sale assistance

Cathy Kloetzli

- Teach Master Gardener classes – Botany and Integrated Pest Management
 - Available to provide additional follow-up and support for these topics by any MGs who request it
- Teach Safety classes (i.e.. Glove Permeability) for Pesticide Recertification Courses
- Held a Local Foods Dinner promoting local food production and consumption in Greene
- Held two Water Testing Clinics to test private water supplies – one in the Madison/Orange area and one in Greene. Open to anyone.
- Sustainability Series Classes:
 - Taught the Food Preservation class with Tracy White
 - Organized the High Tunnel class in Greene County
- Answer questions on greenhouse and high tunnel production and conduct farm visits as requested

Michael Lachance

Provide lead in commercial fruit and vegetable programming for PD10

- Master gardener annual training in home fruit production
- Introduction to beekeeping workshops
- Farm Visits made to producers in Fluvanna County
 - Tree Fruit orchard pesticide issues
- Service on Board of Directors for Elizabeth A Nolting Foundation (Bracketts Farm)
- Beekeeping workshop (2010)
- Central Virginia Fruit Schools (February)
- Monthly Vineyard Production Meetings (May to August)
- Orchard Production Meetings (April to first week in June)
- Small Ruminant Workshop (2010)
- Orchard production Class as part of the Agriculture Sustainability Series
- Five week beekeeping workshop includes members from Louisa County
- Forest Landowner Workshop of Transitioning Wealth (2010)
- Farm Transition Workshops (2009)
- Pesticide Safety Training for private and commercial applicators (Annual)

Carrie Swanson

- Guest speaker for Fluvanna County 4-H Clubs
- Site visits and telephone consultations for:
 - Pasture establishment, management and renovation
 - Equine nutrition recommendations
 - Facilities, fencing and infrastructure design
 - Poisonous plant identification and weed management strategies
- Director, Thomas Jefferson Soil and Water Conservation District (2007 – Present)
- Programming relating to horse owners and horse businesses
 - Equine Safety Day at Virginia Tractor
 - Annual Hay Showcase
 - Forage Meetings
 - Equine Nutrition Series
 - Horse Trailer Safety
 - Caring for the Older Horse Program
- Extension Advisor to the Northern District 4-H Horse Council
 - Organize 2, 4-H district qualifying horse shows and 6-8 qualifying clinics
 - District 4-H knowledge competitions (Hippology, Horse Bowl and Horse Judging)

Peter Warren

- Manage PD 10 Master Gardener Volunteers (~370 active)
- Coordinate PD 10 Master Gardener Courses -Teach orientation and entomology classes for Master Gardener Courses
- Coordinate regional commercial pesticide applicator trainings
- Serve as Extension representative to Piedmont Landscape Association (local chapter of VA Nursery & Landscape Association)
- Co-coordinate regional Master Naturalist Program -Teach entomology classes for Master Naturalists
- Teach integrated pest management and entomology by request, for example...
 - VCE Regional Sustainability Series
 - Local Food Hub Farmer Education Series
 - UVA Landscape Design Course
 - Various garden clubs and school groups
- Teach entomology classes at state-wide conferences
 - Master Gardener College at Virginia Tech
 - Mid-Atlantic Horticulture Short Course at Virginia Beach

Volunteerism with VCE

• Extension Leadership Council	8
• 4-H Volunteers	103
• Master Gardener Volunteers	44+
• Community Garden Vol's	4
• Beekeeper Vol's	7
• Farmers Market	2
	Total 168 Vols
• \$20.93/Hour* (est. 20 hrs. ea.)	Total \$70,324.8

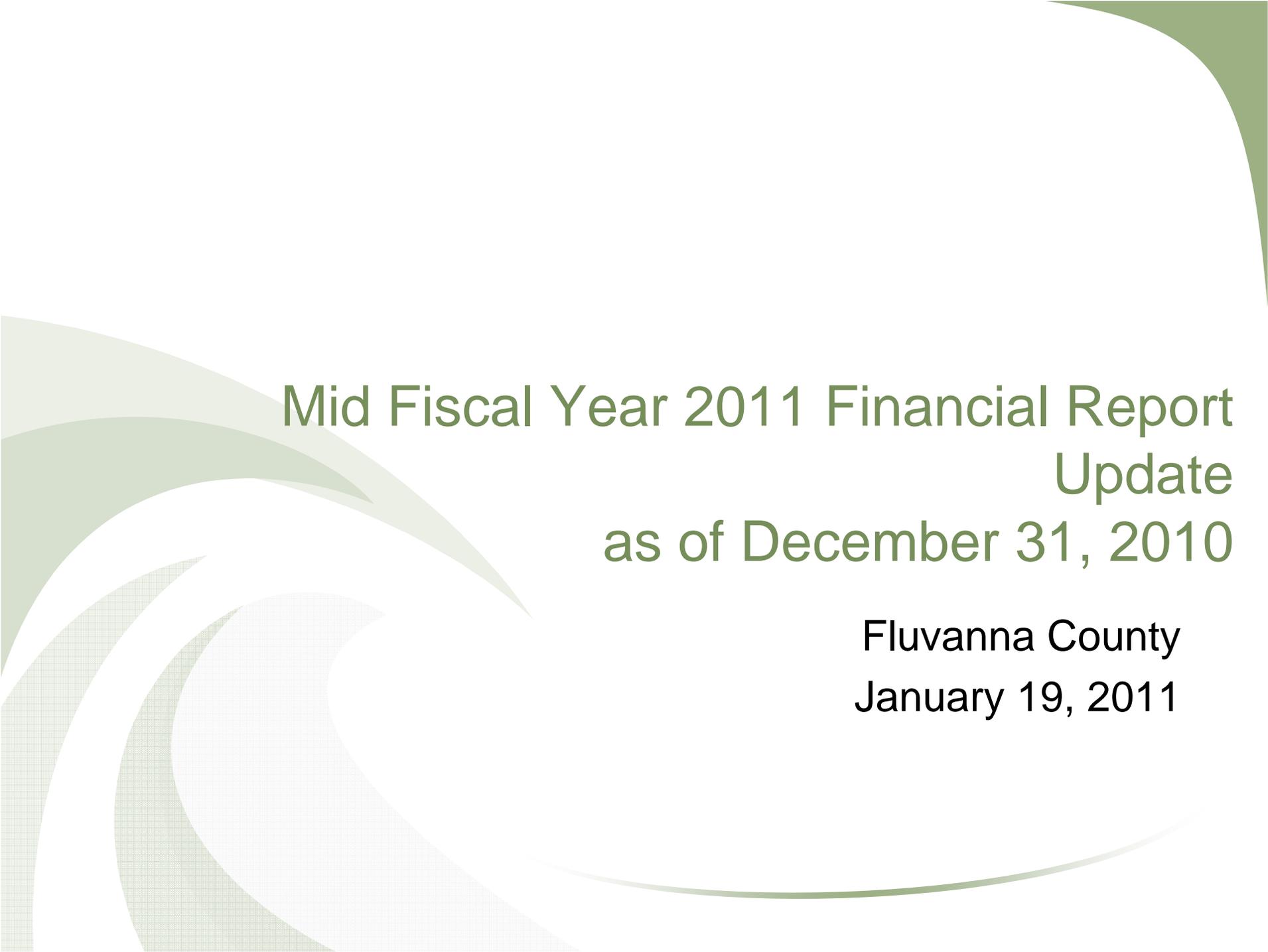
• * Source Virginia Volunteerism www.vaservice.org

Proposed Restructuring

- 1 co-funded (%funding shared?) Extension Educator in program area of your choice in the Fluvanna County Office
- No support staff in office unless supplied by County, or the County is the Business Center.
- 1-3 “Educators” will serve Fluvanna. They will be housed in a Business Center located within a 3-5 county area. The Business Center will provide administration and administrative support for the 3-5 county region.
- Nutrition Program Assistant Position remains the same

Summary

- Currently 2 Agents (4-H & ANR), 1 state-funded Administrative Assistant, and 1 grant-funded Nutrition Program Assistant housed in the Fluvanna County Extension Office with programs and services available from 5 additional ANR agents and 2 FCS Agents with a wide variety of expertise.
- Under new plan the County Office will house 1 co-funded educator, and 1 grant-funded Nutrition Program Assistant.
- Business Center for 4 county region will house one unit coordinator, one business manager and 1-3 Extension Educators.



Mid Fiscal Year 2011 Financial Report
Update
as of December 31, 2010

Fluvanna County
January 19, 2011

Projected Bottom Line for June 30, 2011

(in millions)

	Amended <u>Budget</u>	<u>Projection</u>
Revenues	\$ 36.2	\$ 33.4
Expenditures	<u>36.2</u>	<u>35.7</u>
Excess (deficiency) of revenues over expenditures	- 0 -	(2.3)
Use of Fund Balance – Designated HS Debt Reserve & Capital Projects		<u>2.6</u>
Projected Excess (deficiency) of revenues over expenditures		\$.3k

General Fund - Fund Balance

Projected Fiscal Years June 30, 2011

(in millions)

	FY 2010	Projected Changes	Projected FY 2011
Reserved	\$	\$(0.01)k	\$ 0.08
Unreserved:	0.09k		
Designated –capital projects	2.1	(1.0)	1.1
Designated –high school debt	2.8	(1.2)	1.6
service Undesignated	15.5	(.40)k	15.1
Total general fund –fund balance	\$ 20.5	\$ (2.6)	\$ 17.9

Mid FY 11 General Fund Revenues

	Amended Budget	Actual @ 12/31/10	Projection @ 6/30/11
General property taxes	\$ 22,824,393	\$	\$ 23,105,183
Other local taxes	3,215,205	11,529,439 11,072,458	3,227,353
Permits, privilege fees, & reg licenses	332,294	158,470	313,672
Fines and forfeitures	20,914	34,765	50,300
Revenues from use of money & property	40,500	24,117	38,700
Charges for services	143,123	80,880	156,050
Miscellaneous	156,090	92,096	136,000
Recovered cost	139,250	112,394	152,200
Commonwealth	6,268,810	2,647,059	6,172,511
Federal	77,823	5,456	77,824
Use of fund balance	2,999,849	0	2,653,837
Total	\$ 36,218,251	\$	\$ 36,083,630

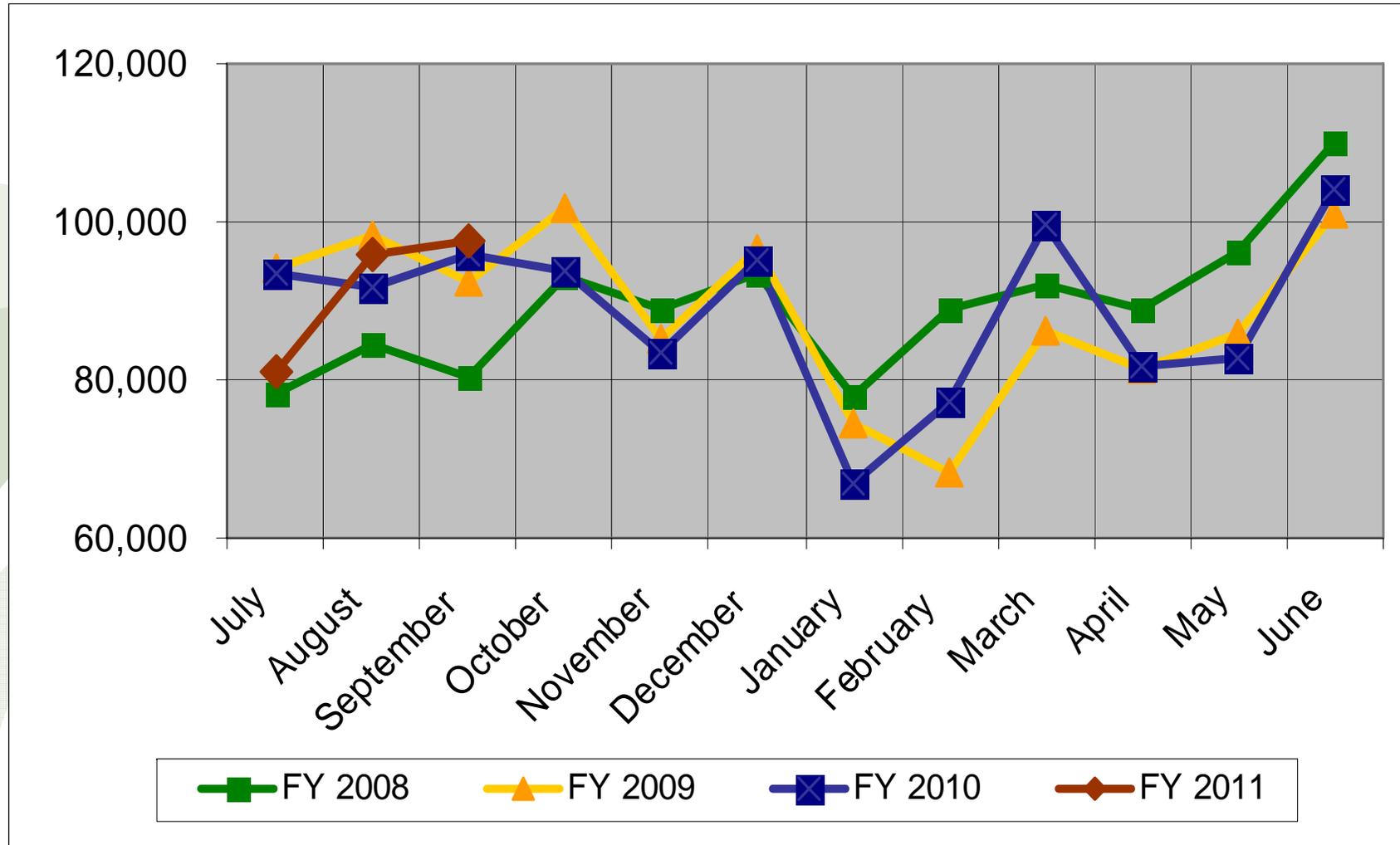
15,757,132

General Property Taxes

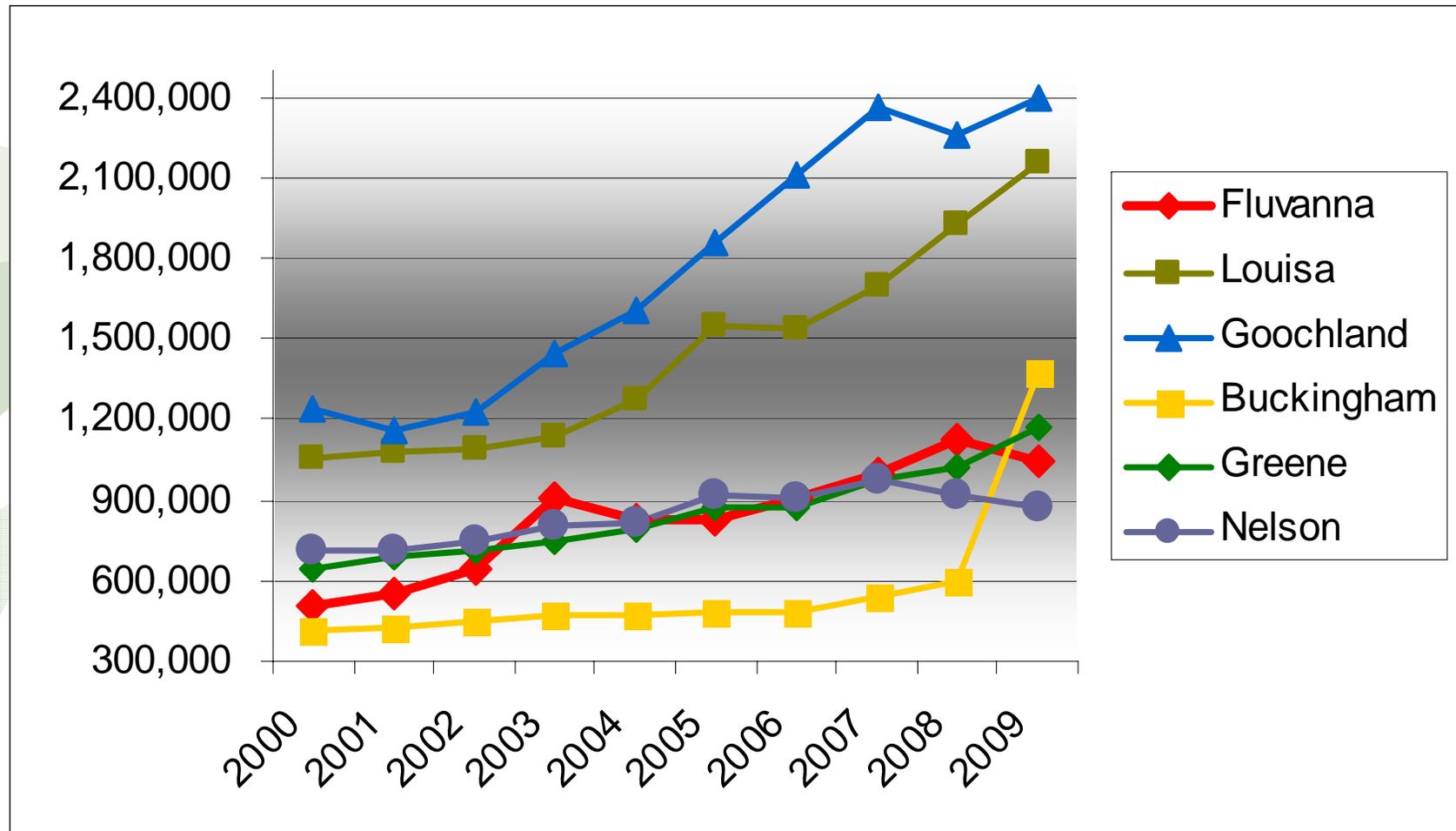
Collection Rates 1st & 2nd halves of 2010 Tax Year

	1 st Half Collection (including delinquent) Rate	2 nd Half Collection Rate	Overall 2010 Collection Rate
Real Estate	97%	92%	95%
Public Service Corp	100%	105%	102%
Personal Property	96%	86%	91%
Mobile Homes	77%	65%	71%
Machinery & Tools	100%	100%	100%

Local Sales Tax – 4 FY Trend



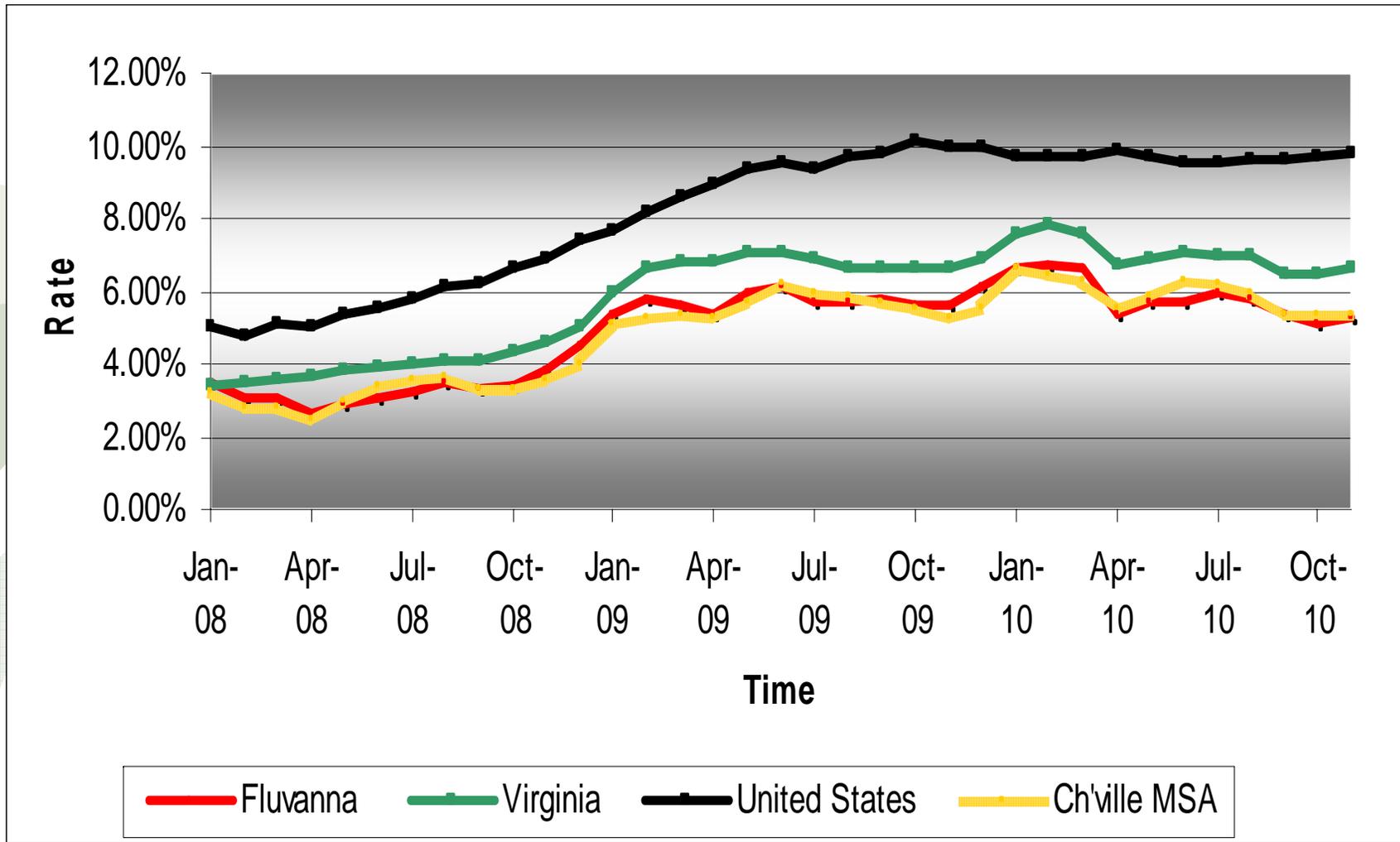
Local Sales Tax Comparable with Neighboring Localities for 10 Years

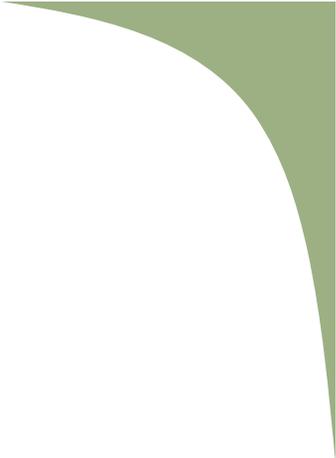


Mid FY 11 General Fund Expenditures

Expenditures (Function Level)	Amended Budget	Actual @ 12/31/10	Projection @ 6/30/11
Gen Gov't Admin	\$ 2,037,421	\$ 883,705	\$ 2,019,168
Judicial Admin	986,686	412,544	967,685
Public Safety	4,688,610	2,356,793	4,660,166
Public Works	1,581,697	621,516	1,526,505
Health & Welfare	3,565,738	1,329,934	3,552,273
Education	13,706,946	5,556,083	14,123,007
Parks, Recreation, & Welfare	616,340	281,198	620,223
Community Development	522,334	212,720	470,006
Non-departmental	505,010	72,258	505,010
Principal	3,020,276	987,187	3,020,276
Interest	4,726,298	2,444,517	3,126,298
Use of Fund Balance – Capital	260,895	464,821	1,116,093
Projects Total	\$36,218,251	\$15,623,276	\$ 35,706,710

Unemployment Rate





Questions



Request for Proposal Audit Services

Issuer: Jay Scudder, County Administrator
County of Fluvanna
P.O. Box 540
132 Main Street
Palmyra, VA 22963

Issue Date: January 20, 2011
Closing Date: February 18, 2011

Fluvanna County, a political subdivision of the Commonwealth of Virginia, hereinafter, "County", desires to obtain proposals from qualified firms in accordance with terms and conditions contained herein.

This Request for Proposal ("RFP" or "Request for Proposal") is consistent with and governed by the Virginia Public Procurement Act.

1.1 Purpose:

The County requests qualified independent certified public accountants (Auditor) to submit proposals to enter into a term contract to perform a financial and compliance audit of the County and its component units, including but not limited to the Fluvanna County School Board ("School Board") for the three fiscal years ended 2011 through 2013, with options to renew for two one-year periods.

1.2 Scope of Services:

A. General Requirements

The successful Auditor shall audit all funds of the County, prepare the Comprehensive Annual Financial Report (CAFR) based on information provided by the County and subsequently render an opinion on the financial statements. The Auditor's opinion shall be unqualified unless the Auditor furnishes to the County, by October 30th, or otherwise on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

B. Specific Requirements

1. Financial Statements

The Auditor shall audit all funds of the County in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards (GAS) issued by the Comptroller General of the United States; the provisions of the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and the Specifications for Audits of Counties, Cities and Town issued by the Auditor of Public Accounts (APA). The audit shall result in the Auditor's opinions on the financial statements, the County's compliance with OMB Circular A-133, the County's compliance with

contracts and grants, and the County's compliance with applicable laws, rules, ordinances, regulations, and policies, including but not limited to Virginia Code Section 15.2-2511, Fluvanna County Code Section 20-8.1-5, and Fluvanna County Accounting & Financial Reporting Policies and Procedures adopted May 7, 2008, all as the same may be amended from time to time. The County will prepare the financial statements from the audited records with the Auditor's opinions thereon. The Auditor's opinions shall be unqualified unless the Auditor furnishes the County, by October 30th, or otherwise on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

2. Supplementary Information and Statistical Section

The Auditor shall apply procedures and report on the required and other supplementary information included in the CAFR, including the schedule of expenditures of federal awards. The Auditor is not required to apply audit procedures and report on the statistical section of the CAFR. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

3. Internal Controls

In connection with the audit of the financial statements, the Auditor shall consider, test, and report on internal controls in accordance with Auditing Standards Generally Accepted in the United States of America (GAAS), Government Auditing Standards, OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and the Specifications for Audits of Counties, Cities, and Towns.

4. Compliance

In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with Government Auditing Standards, OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and the Specifications for Audits of Counties, Cities, and Towns.

5. Component Units

The criteria used in determining the reporting entity are consistent with GASB Statement No. 14 of the Governmental Accounting Standards Boards, "The Financial Reporting Entity" and GASB Statement No. 39, "Determining Whether Certain Organizations are Component Units". The component units of the County are the School Board and Cafeteria.

6. Comparative Report Transmittal Forms

The APA requires most local governments to complete Comparative Report Transmittal Forms in accordance with the provisions of the Uniform Financial Reporting Manual. The Auditor shall prepare and submit the required forms to the APA as required in the Uniform Financial Reporting Manual.

7. Social Services Allocation Plan

The Auditor shall apply procedures to prepare the County Social Services Cost Allocation Plan.

1.3 Meetings and Report Preparation:

A. Meetings

The selected Auditor shall be available to attend scheduled conferences, as necessary, between the Auditor and the appropriate level of County management before the preliminary work and throughout fieldwork. The purpose of these meetings is to keep management fully informed on the scope and progress of the audit. Adequate advance notice will be given when meetings are deemed necessary.

B. Required Reports

Based on the audit work performed, the Auditor shall include the following reports in the CAFR unless otherwise indicated:

1. An opinion on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United State of America.
2. An opinion on the fair presentation of the other supplementary information and the schedule of expenditures of federal awards in conformity with accounting principles generally accepted in the United States of America. The Auditor shall prepare a disclaimer of opinion related to the statistical section included in the CAFR.
3. A report on compliance and on internal control over financial reporting based on an audit of the financial statements performed in accordance with Government Auditing Standards. The Auditor shall communicate all instances of noncompliance that could have a material effect on the financial statements in the report. The Auditor shall communicate all reportable conditions and material weaknesses in internal controls over financial reporting and its operations in the report.
4. A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133. The Auditor shall report all instances of noncompliance with the specific requirements for major federal program in the report on compliance and in the Schedule of Findings and Questioned Costs. The Auditor shall communicate all reportable conditions affecting major federal programs in the report. Further, the Auditor shall identify any material weaknesses in the report. Any finding or weaknesses shall be reported immediately to the appropriate level of management.
5. A report on compliance with contracts, grants and applicable laws, rules, ordinances, regulations, and policies.
6. A report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms. The Auditor shall submit one copy of the Comparative Report Transmittal Forms as well as the CAFR, to the APA by November 30th following the end of the fiscal year, as required.

7. The Auditor shall make an immediate, written report to the appropriate level of management of all management letter comments of which the Auditor becomes aware.
8. The Data Collection Form.
9. A report on the Sheriff's compliance with the Virginia Accounting Sheriff's Manual and Code of Virginia. This report shall be forwarded to the County for submission to the APA by November 30th.
10. CPA Certificate of No Default letters as required by debt covenants.

C. Draft Reports

The Auditor shall have drafts of the Auditor's reports, comments on the financial statements and recommendations to management available for review by the appropriate level of management by the first Monday in November. Appropriate personnel will review the draft and make changes, as necessary, after consultation with Auditor, and before the final report is prepared.

D. Preparation and Presentation

1. The County shall be responsible for financial statement preparation and editing, however, the Auditor shall be responsible reviewing, editing, and printing and will provide to the County 20 final draft copies by the Monday before the 1st Board of Supervisor's meeting in December and 25 final copies by December 20th. The Auditor will present the CAFR to the County Board of Supervisors at its 1st regular meeting in December each year.
2. The County has received the GFOA Certificate of Achievement for Excellence in Financial Reporting every year since 2007. The Auditor will review prior year comments from the GFOA with County staff to ensure that comments and recommendations for improvement are implemented and to ensure the CAFR continues to meet the GFOA Certificate of Achievement for Excellence award. The County will submit the CAFR to the GFOA for this annual review in December for consideration of another award.
3. The County shall be responsible for submitting copies of the CAFR to appropriate state and federal agencies.
4. The Auditor shall be responsible for submitting the CAFR and Management Letter to the APA by November 30th of each year in accordance with Section 15.2-2510 of the Code of Virginia.
5. The Auditor shall submit the Comparative Report Transmittal Forms and required Agreed-Upon Procedures Reports to the AAPA by November 30th of each year.
6. The Auditor shall prepare the Cost Allocation Plan.

- E. The Auditor shall provide timely guidance regarding new GASB pronouncements and exposure drafts and their effect on the County's CAFR.

1.4 Assistance to be Provided to Auditor

A. Books of Account

The County shall fully balance the books of account, reconcile subsidiary ledgers to control accounts, and reconcile all bank accounts within 75 days of each fiscal year end.

B. Schedules

The staff of the County shall prepare the following information:

1. A final trial balance of each fund;
2. A final trial balance of each subsidiary ledger;
3. A copy of the final budget approved by the Board of Supervisors for the audit period, the original budget resolution for the audit period, and all subsequent amendments to the budget resolution;
4. A copy of project contracts and amendments thereto for all projects beginning during the period or not fully completed prior to the period;
5. A schedule of insurance in force during the year and of insurance expenses for the year;
6. A schedule of capital outlays during the period;
7. A schedule of capital assets dispositions during the period;
8. A schedule of accounts payable and receivables at the statement date;
9. Copies of grant agreements with governmental grantor or grantee agencies;
10. Copies of other significant contracts in force at statement date;
11. Such reasonable additional schedules as may be requested.

C. Other Assistance

The staff of the County and responsible management personnel shall be available during the audit to assist the Auditor by providing information and explanations.

D. Current Funds of the County:

Governmental Fund Types:

- General
- Debt Service
- Capital Projects
- Department of Social Services

Proprietary Fund Types

- Fork Union Sanitary District – Water Services
- Palmyra Sewer

Fiduciary Fund Types

- Special Welfare
- Other Post Employment Benefits

Component Unit
School Board
Cafeteria

1.5 Pre-Proposal Conference

No pre-proposal conference is scheduled. Any potential offeror is encouraged to contact Renee Hoover, Director of Finance, at (434) 591-1930 for technical questions and to obtain clarification about the Audit Services (email: rhoover@co.fluvanna.va.us).

General background information about the County is available on the County of Fluvanna's website in FY 2010 CAFR, FY2011 Adopted Budget, and many other sections of the site at www.co.fluvanna.va.us.

1.6 Proposal Preparation and Submission

A. Format of the Proposal

Proposals should be as thorough and detailed as possible so that the selection committee may properly evaluate the Auditor's ability to provide the required services. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

B. Contents of the Proposal

The Auditor is required to submit the following items as a complete proposal:

1. Title Page

Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person and date.

2. Letter of Transmittal that includes the items listed below:

- a. History of the firm, including the number of years in business and size of firm.
- b. A statement by the prospective Auditor of the understanding of the work to be performed with descriptions of the audit approach and illustrations of the procedures to be employed.
- c. The approximate date the audit will begin (including preliminary fieldwork) and the date it will end.
- d. Biographies, including experience, of the individuals who will be assigned to the engagement, relevant experience of each in auditing local government entities, and continuing professional education of each during the preceding two years only.
- e. Names, addresses, and telephone numbers of persons who may be contacted for reference.
- f. A copy of the report on the firm's most recent peer review.

- g. A statement by the prospective Auditor that:
 - i. The firm is independent of the County as that term is defined in the Ethical Rules of the AICPA.
 - ii. The firm and the partner assigned to the engagement are licensed to perform the audit as provided by applicable laws of the Commonwealth of Virginia.
 - iii. The firm has met the peer review standards of the AICPA and Government Auditing Standards.
 - iv. The firm will provide adequate supervision on a day-to-day basis.
 - v. Staff assigned to the audit have met the continuing education requirements required by Government Auditing Standards, issued by the Comptroller General of the United States

C. During the interview portion of the selection process, all selected Offerors will be required to provide the County with a non-binding estimate of hours and fees for the resulting contract. The hours should be broken down by level of staff to be assigned to the audit.

D. Rejection, Cancellation, Withdrawal of Proposals

1. Proposals shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all requested information may result in the rejection of the proposal.
2. Rejection and Award of Proposals: The County reserves the right to cancel this Request for Proposal, to accept or reject any or all proposals, to waive informalities, to reissue any request for proposal, and to award contracts to multiple offerors.
3. An offeror may withdraw its proposal prior to the deadline for submission, upon written request and presentation of proper identification.
4. By submitting a proposal response, the offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the deadline for proposal submission.

E. Deadline for Submission

To be considered for selection, the Auditor shall submit a complete response to the Request for Proposal. One (1) original and five (5) copies of each proposal shall be submitted to the County by 5:00 p.m. on Friday, February 18, 2010. Copies of the proposal should be forwarded to:

County of Fluvanna
Finance Department
ATTN: Renee Hoover, Director of Finance
P.O. Box 540 (if by USPS)
132 Main Street (if delivered by hand or delivery service)
Palmyra, VA 22963

1.7 Evaluation and Award Criteria

A. Proposals submitted will be evaluated by the County's Audit Evaluation Committee.

B. Evaluation Criteria

Evaluation criteria shall include the following:

1. The specific plans or methodology to be used in performing the audit (i.e., the audit approach).
2. The skills, experience and training of the specified persons who will be performing the services requested.
3. The prior experience and reputation of the Auditor in auditing local governments similar to the County.
4. References from other local governments or clients.
5. Stated ability to complete the audit, submit the financial statements and Auditor's reports to the APA, and deliver all other requirements, by the required deadlines.

C. Award of Contract

1. Following evaluation of the written proposals as submitted, interviews shall be conducted with two or more offerors deemed to be fully qualified, responsible and suitable based on the proposal responses and the Evaluation Criteria. At the conclusion of such interviews, two or more offerors whose professional qualifications and proposed services are deemed most meritorious shall be selected in the order of preference, on the basis of the Evaluation Criteria and all information developed in the selection process to such point. Non-binding estimates of price for services shall be considered, but need not be the sole determining factor. Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
2. The County is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, section 2.2-4359D).
3. The award documentation will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
4. The contract award for services specified in this RFP is non-exclusive and does not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

1.8 Term of Contract:

1. The contract term shall be for a period of three (3) years with the option to renew by the County for two (2) additional one (1) year periods. Contract prices shall remain firm for the initial term of the contract.

2. For renewal periods, price increases shall not exceed the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, All Items for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the immediately preceding contract or renewal term.

1.9 Payment for Services:

Payments under the contract shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the resulting contract. Backup documentation for each invoice shall be provided in detail satisfactory to the County. The contractor's records and documentation supporting such invoices shall be made available to the County upon reasonable request.

1.10 Additional Services:

The County may add to the Scope of Services or make changes in the Scope of Services to be provided in the contract, provided that the additional or modified services are of a similar nature to those specified in the Scope of Services of this Request for Proposal, as mutually agreed to at a price mutually agreed upon by the County and contractor.

1.11 Ethics in Public Contracting

1. The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, Article 6, Ethics in Public Contracting, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by the County.
2. The provisions of such Article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

1.12 General Terms and Conditions

The contract negotiated shall include, without limitation, the following general terms and conditions:

- A. Successors and Assigns: The County and the Contractor bind themselves and their respective successors and assigns to this Contract. The foregoing notwithstanding, Contractor shall not assign, sublet or transfer its interest in this Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

- B. Documents: All documents, whether in hard copy or electronic format, including, but not limited to data compilations and reports furnished by the Contractor pursuant to this Contract, shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents upon termination of this Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing this Contract.
- C. Indemnification: The Contractor agrees to indemnify and save harmless the County, its officers, agents, employees and volunteers from any and all losses, expenses, costs and claims, including but not limited to costs of investigation, all reasonable attorneys fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of this Contract. Nothing contained in this Contract shall be deemed to be a waiver of the County's sovereign immunity.
- D. Independent Contractor: The Contractor and any agents, or employees of the Contractor, in the performance of this Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- E. Insurance: The Contractor agrees that, during the period of time it renders services to the County pursuant to this Contract, it shall carry (and provide the County with certificates of) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$5,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

- F. Key Personnel: For the duration of this contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify

the Contractor within 15 calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- G. Subcontractors: In the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:
1. Within 7 days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - a. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under this contract; or
 - b. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 2. Contractor shall require (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 3. The Contractor shall pay interest to any subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the County for work performed by the subcontractor under this contract, except for amounts withheld as allowed in subdivision (a)(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
 4. The Contractor shall include in each of its subcontracts under this contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements with respect to each lower-tier subcontractor.
 5. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the County. No contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
- H. Confidentiality: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- I. Non-discrimination Assurances: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Procurement Act.

1. 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 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 the requirements of this section.
 2. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon every subcontractor or vendor.
- J. 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- K. Modification: This Contract shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor.
- L. Claims Procedure: The procedure for consideration by the County of contractual claims shall be that set forth in Virginia Code Section 15.2-1243, et seq.
- M. Governing Law: This Contract shall be governed by the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this Contract.

- N. Attorneys' Fees: In the event of a dispute between the County and Contractor which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- O. Compliance with Immigration Law: The Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- P. Titles and Severability: The titles and section headings herein are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer. Each paragraph and provision of this Contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- Q. No Waiver: Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of this Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of this Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.
- R. No Finance Charges: No finance charges shall be paid by the County.
- S. Entire Agreement: This Contract constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, proposals and any other agreement of any kind. There are no representations or understandings of any kind not set forth herein.
- T. Appropriations: Notwithstanding any other provision of this Contract, the payment of the County's obligations under this Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same. If funds are not appropriated for this Contract for any County fiscal year, the Contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the County shall not be liable for future payments or for cancellation or termination charges.
- U. Contract Termination: Unless otherwise provided herein, this Contract may be terminated by the County, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.
- V. Licenses, Permits and Intellectual Property Permissions: The Contractor shall secure and pay for all permits, governmental fees, licenses and intellectual property permissions necessary for the proper execution and completion of the work which are legally required prior to and during the work, including third-party software licenses, unless otherwise specified by the County. In the event any third party shall claim that the manufacture,

use and sales of the goods or services provided under this Contract constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

- W. Taxes: The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law resulting from the Contractor's provision of goods or services to the County, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.
- X. Acceptance of Goods: Goods delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods is made and thereafter accepted to the satisfaction of the County. All goods and services must comply with the specifications and terms and conditions of the Request for Proposal and be of the highest quality. In the event the goods or services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the Contract upon written notice to the Contractor and to return goods to Contractor at the Contractor's expense.
- Y. Audit of Contract Records:
1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under this Contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours ("Audit of Contract Records").
 2. There shall be no fees or costs charged to the County by the Contractor for any such Audit of Contract Records.
 3. The Contractor shall include the foregoing Audit of Contract Records provisions in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the County's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.
- Z. Authorization to Transact Business: If Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor 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. Contractor shall not allow its existence to lapse or its certificate of authority or

registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term of this Contract.