



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

June 1, 2016, 4:00 pm

TAB AGENDA ITEMS

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

2 – ADOPTION OF AGENDA

3 – COUNTY ADMINISTRATOR'S REPORT

4 – BOARD OF SUPERVISORS' UPDATES

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

None

7 – ACTION MATTERS

- XYZ Scheduling of a Public Hearing to Consider a Draft Ordinance for Waiver of Fees for County Projects – Jason Smith, Director of Community & Economic Development
- A James River Water Authority and Fluvanna County Pump Station Relocation Agreement – Steve Nichols, County Administrator
- B Reclassification of Deputy Clerk III position to Deputy Clerk I position—Gail Parrish, Human Resources Manager & Tristana Treadway , Clerk of the Circuit Court
- C Staff Pay Increase for Permanent Additional Duties—Gail Parrish, Human Resource Manager & Tristana Treadway, Clerk of the Circuit Court
- D Appointment/Reappointment to Planning Commission, Cunningham District—Steven M. Nichols, County Administrator
- E Appointment/Reappointment to Planning Commission, Palmyra District—Steven M. Nichols, County Administrator
- F Appointment/Reappointment to Economic Development Authority—Steven M. Nichols, County Administrator
- G Appointment/Reappointment to the Library Board of Trustees—Steven M. Nichols, County Administrator
- H Financial Auditing Services Contract—Cyndi Toler, Purchasing Officer
- I Approval of the Surety for Taylor Ridge Estates Streets for VDOT Acceptance—Jason Stewart, Planning and Zoning Administrator
- J E911 Radio System Project Contract Amendment – Motorola Solutions, Inc.—Cheryl Elliott, Emergency Services Coordinator & Cyndi Toler, Purchasing Officer
- K E911 Radio System Project Management Addendum – Black & Veatch—Cheryl Elliott, Emergency Services Coordinator & Cyndi Toler, Purchasing Officer
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8 – PRESENTATIONS (normally not to exceed 10 minutes each)

None.

9 – CONSENT AGENDA

- L FY16 Budget Transfer For Commonwealth’s Attorney Building Repairs—Eric Dahl, Finance Director
- M FY16 CRMF Request - Commonwealths Attorney Building Repairs—Eric Dahl, Finance Director
- Mc FY16 Supplemental Budget Appropriation for CSA Purchase of Services—Dr. Jacqueline A. Meyers, CSA Program Manager
- N VDOT Secondary Street Acceptance Request—Taylor Ridge Estates—Jason Stewart, Planning and Zoning Administrator
- O VDOT Secondary Street Acceptance Request-Cunningham Meadows—Jason Stewart, Planning and Zoning Administrator
- P Resolution of the Designation of Rural Rustic Highway— Rte 1106, Andrew St—Jason Stewart, Planning and Zoning Administrator
- Q Resolution of the Designation of Rural Rustic Highway— Rte 1103, Rivanna St—Jason Stewart, Planning and Zoning Administrator
- R Resolution of the Designation of Rural Rustic Highway— Rte 1108, Saint Patrick St—Jason Stewart, Planning and Zoning Administrator
- S Resolution of the Designation of Rural Rustic Highway— Rte 1101, Tammany St—Jason Stewart, Planning and Zoning Administrator
- T FY16 Sheriff’s Department Insurance Claim - 2014 Ford Explorer VIN 0003—Eric Dahl, Finance Director
- U FY16 Sheriff’s Department Insurance Claim – 2011 Dodge Charger VIN 0697—Eric Dahl, Finance Director
- V FY16 Sheriff’s Department Insurance Claim – 2012 Dodge Charger VIN 2497—Eric Dahl, Finance Director
- W FY16 Sheriff’s Department Insurance Claim – 2012 Dodge Charger Vin 2942—Eric Dahl, Finance Director
- XYZ FY16 Sheriff’s Department Insurance Claim – 2012 Dodge Charger VIN 2945—Eric Dahl, Finance Director

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Acting County Administrator Review

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.

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.

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.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Scheduling Public Hearing for Draft Waiver of Fees Ordinance				
MOTION(s):	I move to approve scheduling of a Public Hearing on July 6th, 2016 for the purpose of considering the draft ordinance to waive development and construction permit fees for County Projects, as attached.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jason Stewart, Planning and Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning and Zoning Administrator				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	The attached draft ordinance proposes to waive the usual building, E&S, planning/zoning, and other fees associated with County-owned projects.				
	This will not eliminate the requirement for reviews, permits, site planning, etc., just waive the associated fees so that the County is not "paying itself" for its own staff work.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Approval of the ordinance following the Public Hearing will waive the usual building, E&S, planning/zoning, and other fees associated with County-owned projects.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Waiver of Fees Ordinance				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				XX

AN ORDINANCE TO AMEND CHAPTER 8 OF THE COUNTY CODE TO ADD A NEW SECTION 8-6, INCLUDING SUBSECTIONS 8-6-1 THROUGH 8-6-4, TO PROVIDE FOR THE LICENSING OF AMBULANCES AND FOR THE COLLECTION OF FEES TO DEFRAY COSTS AND IMPROVING SERVICES ASSOCIATED WITH PROVIDING EMERGENCY MEDICAL TRANSPORT SERVICES

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS that the County Code be, and it is hereby, amended, in Chapter 8, by the addition of a new Section 8-6, including subsections 8-6-1 through 8-6-4 as follows:

**Chapter 8
FIRE PROTECTION AND PUBLIC SAFETY**

.....

Sec. 8-6. Emergency Medical Services Cost Recovery

Sec. 8-6-1. Purpose and Finding of Fact.

Pursuant to Virginia Code §32.1-111.14, it is hereby determined that the powers set forth herein must be exercised in order to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety and general welfare.

State law reference—Virginia Code § 32.1-111.14.

Sec. 8-6-2. Definitions.

"Agency" means any person engaged in the business, service or regular activity, whether or not for profit, of transporting persons who are sick, injured, wounded or otherwise incapacitated or helpless, or of rendering immediate medical care to such persons.

"Ambulance" means any vehicle, vessel or aircraft, which holds a valid permit issued by the Office of Emergency Medical Services, that is specially constructed, equipped, maintained and operated, and is intended to be used for emergency medical care and the transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless. The word "ambulance" may not appear on any vehicle, vessel or aircraft that does not hold a valid permit.

"Emergency medical services vehicle" means any vehicle, vessel, aircraft, or ambulance that holds a valid emergency medical services vehicle permit issued by the Office of Emergency Medical Services that is equipped, maintained or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.

State law reference—Definitions, Virginia Code § 32.1-111.1.

Sec. 8-6-3. Permits required.

No agency shall charge fees for transport services provided by a private emergency medical services vehicle within the county in response to a call for service originating from the county without first obtaining a permit pursuant to this section. Permits shall be issued in accordance with section 32.1-111.14 of the Virginia Code, as amended, by the county administrator or his designee, upon such terms and conditions as may be needed to ensure the public health, safety and welfare. No permit shall be required for any person acting pursuant to a mutual aid agreement with the county or while assisting the

county during a state of emergency. Agencies permitted pursuant to this article shall comply with all terms and conditions of their permits.

State law reference—Virginia Code § 32.1-111.14.

Sec. 8-6-4. Fees for emergency medical services vehicle transports.

- (a) Reasonable fees shall be charged for transport services provided by emergency medical services vehicles operated by fire departments, rescue agencies, or by any private agency permitted under this article, including charging insurers for ambulance services as authorized by Virginia Code Sec. 38.2-3407.9. The schedule of fees shall be established by resolution of the board. In no event shall a person be denied transport for emergency medical services due to his or her ability to pay.
- (b) Funds collected from service fees established by this article shall be used for purposes of defraying costs and improving services associated with providing emergency medical transport services, including but not limited to capital, facility vehicle, equipment and supply costs, and professional services.
- (c) The county administrator shall establish policies and procedures to implement this section in accordance with applicable law, including, but not limited to, payment standards for persons demonstrating economic hardships.

**AN ORDINANCE TO AMEND CHAPTER 5, ARTICLE 2, SEC. 2 OF THE FLUVANNA
COUNTY CODE TO EXEMPT COUNTY OWNED AND OPERATED PROPERTIES
FROM BUILDING FEES**

**BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS that the
County Code be, and it is hereby, amended, in Chapter 5, Article 2, Sec. 2, as follows:**

Sec. 5-2-2. Schedule of Building Fees.

The following schedule of fees shall be applicable for building permits in Fluvanna County.

- | | | |
|-----|---|---|
| (1) | Ordinary repairs as defined in the Building Code | no charge |
| (2) | Building or structure for farm use | no charge |
| (3) | Storage structures with unfinished interior (including additions) | |
| | Residential | .09 sq. ft. with
\$45.00 minimum |
| | All other use groups | .15 sq. ft. with
\$90.00 minimum |
| (4) | Remodeling (not including Electric, Plumbing, Mechanical) | |
| | Use groups R5 | \$65.00 |
| | All other use groups | \$315.00 |
| | Basement finish after original c/o has been issued | .13 sq. ft. |
| (5) | Moving or relocation (all use groups) | \$90.00 |
| (6) | Razing with attached public utilities (all use groups) | \$65.00 |
| (7) | One and two family dwelling, computed on outside dimensions of finished living space,
each floor (Use Groups R5) | .18 sq. ft.
\$90.00 minimum |
| | Basement, unfinished space | .06 sq. ft. |
| | 1 & 2 family additions | same as above
\$45.00 minimum |
| (8) | Commercial, Institutional, & Multi-family including additions
(Use Groups A, B, I, R, I, & E) | .26 sq. ft.
Gross floor area
\$270.00 minimum |
| (9) | Industrial & mercantile, including additions | .26 sq. ft. |

	(Use Groups F, H, M, & S)	Gross floor area \$270.00 minimum
(10)	Plumbing (all use groups)	\$30.00 plus \$8.00 per fixture
(11)	Mechanical – Heating & A/C	
	Residential (Use Groups R5) – each system	\$90.00
	All other use groups	.06 sq. ft. \$90.00 minimum
	All other mechanical permits	\$45.00
(12)	Electrical (all use groups)	
	All buildings—existing, new, or addition	.06 sq. ft. \$45.00 minimum
	All other electrical permits (service change)	\$45.00
	Mobile home parks, campgrounds, RV parks	\$45.00
	(Temporary service not required if used with building permit for building)	
(13)	Modular homes	
	Slab & crawl space foundation	\$250.00
	Basement	\$250.00 plus .06 sq. ft.
(14)	Manufactured homes:	
	Single wide	\$225.00
	Double wide \$315.00 Basement .06 sq. ft.	
(15)	Swimming pools, excluding electrical	
	Residential	\$65.00
	Commercial	\$135.00
(16)	Other structures towers, tanks, etc. (excluding electrical, mechanical, plumbing)	\$45.00
(17)	Permit renewals	\$45.00
(18)	Re-inspection fee	\$45.00
(19)	Appeals to board of building code appeals	\$90.00
(20)	In addition to the above fees, for all permits for new homes, mobile homes. Multi-family dwellings, Businesses and all	

other buildings expected to receive, or actually receiving,
telephone service \$35.00 for each separate building, plus \$55.00 for each addressed
unit within any such
building

Permit Fee Refunds. In the case of a revocation of a permit or the abandonment of a building project, a refund for the portion of the work that was not completed shall be provided when requested in writing. An administrative fee of 25% and a fee of \$30.00 per inspection made shall be retained.

The foregoing notwithstanding, except as otherwise expressly provided by law, none of the fees listed herein shall apply to any property owned by the County and used for County purposes.

(Min. Bk. 7, pp. 203, 239; Comp. 1974, ch. 5; Ord. 4-1-77; Ord. 7-1-84; Ord. 5-21-97; Ord. 721-99; Ord. 1-17-01; Ord. 11-20-02; Ord. 8-03-05; Ord. 6-17-09)

**AN ORDINANCE TO AMEND CHAPTER 19 OF THE FLUVANNA COUNTY
CODE IN SECTION 19-9-6 REGARDING FEES FOR SUBDIVISION REVIEWS
FOR PROPERTY OWNED AND OPERATED BY THE COUNTY**

BE IT ORDAINED by the Board of Supervisors that Chapter 19 of the County Code be, and it is hereby, amended, in Section 19-9-6, as follows:

Sec. 19-9-6. Fees.

The following schedule of fees shall be applicable for subdivision submittals; provided, however, that, except as otherwise expressly provided by law, none of the fees provided for in this Chapter shall apply to any property owned by the County and used for County purposes.-

Subdivisions	
Major	\$1,000.00 plus \$ 50.00 per lot(GIS Fee)
Minor	\$500.00 plus \$ 50.00 per lot(GIS Fee)
Family	\$200.00 plus \$ 50.00 per lot(GIS Fee)
Resubmission of Preliminary or Final Plat	\$100.00
Subdivision Ordinance Exception	\$300.00
Ordinance of Vacation	\$225.00
Road Maintenance Agreement Reviews	\$200.00
Revisions	\$ 50.00
Dedication Common Lands Doc. Reviews	\$200.00
Resubmissions	\$ 50.00
Homeowner Association Document Review	\$200.00
Resubmissions	\$ 50.00
Health Department Subdivision Revisions	\$250.00 plus \$25.00 lot
Existing System Review	\$ 50.00
Boundary Adjustment	\$100.00
Physical Survey	\$ 50.00

(Ord. 6-17-09)

RESOLUTION

Be it resolved by the Fluvanna County Board of Supervisors, pursuant to Fluvanna County Code Sec. 22-20-1(B), that the Board intends to propose the following amendment to the Fluvanna County Code:

ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 22 OF THE FLUVANNA COUNTY CODE SUBSECTION 22-20-1 TO EXEMPT FROM PAYMENT OF FEES CERTAIN PROPOSED ZONING ACTIONS APPLICABLE TO PROPERTY OWNED AND OPERATED BY THE COUNTY

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Sections 15.2-2285 and 15.2-2205, that the Fluvanna County Code be, and it is hereby, amended, in Subsection 22-20-1, as follows:

Sec. 22-20-1. Power of governing body; initiation of change; fees.

The regulations, restrictions and boundaries established in this ordinance may from time to time be amended, supplemented, changed, modified or repealed by the governing body pursuant to section 15.2-2285 of the Code of Virginia as follows:

- (A) By the filing with the zoning administrator of a petition by owners or the contract purchaser, with the owner's permission, of land proposed to be zoned, which petition shall be accompanied by a fee as prescribed by a fee schedule adopted by the governing body; or
- (B) By the adoption of the board of supervisors of a resolution of intention to amend which resolution upon adoption shall be referred to the Planning Commission; or
- (C) By the adoption by the Planning Commission of a resolution of intention to propose an amendment.

Any such resolution by such governing body or commission proposing the rezoning shall state the above public purposes therefor.

And be it further RESOLVED that the public purpose for the proposed amendment is to exempt from payment of fees otherwise required by the zoning ordinance for actions relating to property owned and operated by the County.

And be it further resolved that the proposed amendment be, and it is hereby, referred to the Planning Commission.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	James River Water Authority (JRWA) and Fluvanna County Pump Station Relocation Agreement				
MOTION(s):	<p>I move to approve the agreement between the James River Water Authority (JRWA) and Fluvanna County for payment of additional costs incurred by the JRWA associated with relocating the Project to tax map number 61-A-4, subject to approval as to form by the County Attorney.</p> <p>I further move to approve a supplemental appropriation for the James River Water Authority (JRWA) in the amount of \$525,039.00 as payment in full for the additional costs incurred by the JRWA associated with relocating the Project to tax map number 61-A-4, with funding to come from Uncommitted Fund Balance.</p>				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Eric Dahl, Director of Finance				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	Approve				
TIMING:	Current				
DISCUSSION:	<p>Fluvanna County agreed to the additional costs associated with relocation of the JRWA Intake and Pump Station from the planned location on TMP 53 A 62C to TMP 61-A-4.</p> <p>The attached agreement specifies those costs totaling \$525,039.00 and executes the payment of those costs to the JRWA.</p> <p>New Site Costs \$159,775 – Site Survey Work \$265,264 – Pump Station Construction \$100,000 – Raw Water Line Realignment</p>				
FISCAL IMPACT:	\$525,039.00				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	JRWA established by Fluvanna County and Louisa County in 2009.				
ENCLOSURES:	Agreement				
REVIEWS	Legal	Finance	Purchasing	HR	Other
	XX	XX			

THIS AGREEMENT (this “Agreement”), made and entered into as of June 1, 2016 (“Effective Date”), by and between the **JAMES RIVER WATER AUTHORITY** (the “Authority”), and the **COUNTY OF FLUVANNA, VIRGINIA** (“County”).

RECITALS:

WHEREAS, the Authority, the County, Louisa County and the Louisa County Water Authority (“LCWA”) entered into an agreement (the “2013 Interjurisdictional Agreement”) dated October 1, 2013 to reflect the desire to move the James River intake from Bremo Bluff to near Columbia, Virginia and to set forth the parties’ respective rights and duties with respect to a James River pipeline project (“Project”);

WHEREAS, the Authority applied for a special use permit to construct the Project on tax map number 53-A-62C in the County Fluvanna, which was rejected by the County on December 2, 2015; and

WHEREAS, the Authority subsequently applied to the County for a special use permit to Construct the Project on tax map number 61-A-4, which is adjacent to the property that was previously denied a special use permit; and

WHEREAS, on January 20, 2016, the County approved a special use permit for the Authority to construct the Project on tax map number 61-A-4; and

WHEREAS, the Authority has incurred additional Project costs associated with moving and redesigning the Project to the adjacent property.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. The County agrees to pay the amount of \$525,039.00 to the Authority within 30 days of the Effective Date of this Agreement as payment in full for the additional costs incurred by the Authority associated with relocating the Project to tax map number 61-A-4.

Section 2. The Authority agrees to apply the amount received under Section 1 above towards the payment of the guaranteed maximum price as described in the Comprehensive Agreement between the Authority and Faulconer Construction Company, Inc. dated May __, 2016 for the construction of the James River Water Authority’s project.

Section 3. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties caused this Agreement to be signed by their respective officers thereunto duly authorized, and this Agreement to be dated as of the date and year first above written.

JAMES RIVER WATER AUTHORITY

By: _____
Chairman

Approved as to Form

Authority Attorney

COUNTY OF FLUVANNA, VIRGINIA

By: _____
Chair, Board of Supervisors

Approved as to Form

Fluvanna County Attorney

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: 6/1/16

AGENDA TITLE:	Reclassification of a Deputy Clerk III position to Deputy Clerk I position				
MOTION(s):	I move to approve the reclassification of the Deputy Circuit Court Clerk III (pay band 11) to Deputy Circuit Court Clerk I (pay band 9).				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Tristana Treadway, Clerk, Gail Parrish, HR manager, Steve Nichols, County Administrator				
PRESENTER(S):					
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>Review of staff structure and office organization has been a high priority as the new Circuit Court Clerk. As of January 1, 2016, the office consisted of 1-Chief Deputy, 3-Deputy Clerk III, 2-Deputy Clerk II, and 1-Deputy Clerk I positions. Two employees that filled 2 of the Deputy Clerk III positions are no longer employed by the County. Upon review of and adjustments to job duties and responsibilities it is more appropriate that 1 of the Deputy Clerk III positions be reclassified to a Deputy Clerk I position for hiring. Other staff members have taken on the tasks of the Deputy Clerk III position.</p> <p>Pay Band 11 Base: \$32,240 Current Salary: \$37,881 Pay Band 9 Base: \$27,040 (15% above - \$31,096)</p>				
FISCAL IMPACT:	Savings of \$6,785				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Updated job description for Deputy Clerk I				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	County Adm.
				X	



Fluvanna County, Virginia
Job Description
Deputy Clerk I - Class # 1811

FLSA Status: Non-Exempt
Pay Grade: 9
Job Title ID: Deputy Clerk I
Reports To: Circuit Court Clerk

Summary: Represents Fluvanna County in the day to day operations of the Circuit Court Clerk's Office. Performs intermediate skilled clerical work in the Clerk's office and specialized duties relating to the operations of a Circuit Court Clerk's office. All worked performed under regular supervision.

Essential Functions:

- Receives incoming calls, answers questions and provides information on Circuit Court matters;
- Assists the public, attorneys, and other public agencies with general information, completing forms, filings (i.e. marriage licenses, concealed carry permits, fictitious name forms), court rules, and records room assistance;
- Record instruments in the land records and collects taxes, fees, fines, and court costs through the Financial Management System;
- Scan, examine and return land records to proper parties;
- Responsible for other necessary scanning of records and the accuracy of such records upon scanning;
- General filing and clerical duties as required by other staff members;
- Assist with indexing of records;
- Assist in processing of passports;
- Perform all other related tasks as assigned.

Required Knowledge, Skills and Abilities

- Working knowledge of Circuit Court system and defined ability to assist the general public.
- Solid working knowledge of data entry software.
- Solid working knowledge of land records and land record management.
- Strong public speaking skills.

Acceptable Education, Experience, and Training

Any combination of education and experience equivalent to 3 years relevant experience in a clerk's office or law office.

Working Conditions and Physical Requirements

Special Requirements:

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post Offer Requirements:

- Background check
-

Recommended by:		Approved as to form:		Approved:	
<i>Justana R. Newberry, Clerk</i>					
Department Head	<i>5-24-16</i> Date	Human Resources Manager	Date	County Administrator	Date

Approved by Board of Supervisors on _____

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: 6/1/16

AGENDA TITLE:	Staff Pay Increase for Permanent Additional Duties																						
MOTION(s):	I move to approve pay increases for Sandra Parrish, Chief Deputy Clerk, Nancy Pace, Deputy Clerk III, and Trista Larson, Deputy Clerk II with funds to come from personnel funding previously allocated in the Circuit Court budget.																						
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																		
		X																					
STAFF CONTACT(S):	Tristana Treadway, Clerk, Gail Parrish, HR manager, Steve Nichols, County Administrator																						
PRESENTER(S):																							
RECOMMENDATION:	Approve, retroactive to March 20, 2016 when new duties began																						
TIMING:	Immediate																						
DISCUSSION:	<p>On March 1, 2016 a Deputy Clerk III left employment with the Clerk's office. Currently employed staff has assumed the duties of the vacated position. By doing so each employee has added to their already voluminous responsibilities or accepted tasks that require more skill and knowledge while transferring more entry level tasks to the new hire. HR manager has reviewed the new job descriptions and recommended increase in pay due to increase in duties and responsibilities.</p> <table border="0"> <tr> <td>Sandra Parrish</td> <td>Current Salary: \$49,062</td> <td>New Salary: \$51,500</td> </tr> <tr> <td>Nancy Pace</td> <td>Current Salary: \$40,146</td> <td>New Salary: \$42,446</td> </tr> <tr> <td>Trista Larson</td> <td>Current Salary: \$32,480</td> <td>New Salary: \$35,078</td> </tr> <tr> <td colspan="3">Total of all increase to salaries: \$7336</td> </tr> <tr> <td colspan="3">Current Clerk staff total salary: \$260,980</td> </tr> <tr> <td colspan="3">New Clerk staff total salary: \$260,827</td> </tr> </table>					Sandra Parrish	Current Salary: \$49,062	New Salary: \$51,500	Nancy Pace	Current Salary: \$40,146	New Salary: \$42,446	Trista Larson	Current Salary: \$32,480	New Salary: \$35,078	Total of all increase to salaries: \$7336			Current Clerk staff total salary: \$260,980			New Clerk staff total salary: \$260,827		
Sandra Parrish	Current Salary: \$49,062	New Salary: \$51,500																					
Nancy Pace	Current Salary: \$40,146	New Salary: \$42,446																					
Trista Larson	Current Salary: \$32,480	New Salary: \$35,078																					
Total of all increase to salaries: \$7336																							
Current Clerk staff total salary: \$260,980																							
New Clerk staff total salary: \$260,827																							
FISCAL IMPACT:	Savings of \$153																						
POLICY IMPACT:	N/A																						
LEGISLATIVE HISTORY:	N/A																						
ENCLOSURES:	Updated job descriptions for Deputy Clerk II, Deputy Clerk III & Chief Deputy Clerk																						
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	County Adm.																		
				X																			



Fluvanna County, Virginia
Job Description

Deputy Clerk II - Class # 1821

FLSA Status: Non-Exempt
Pay Grade: 10
Job Title ID: Deputy Clerk II
Reports To: Circuit Court Clerk

Summary: Represents Fluvanna County in the day to day operations of the Circuit Court Clerk's Office. Performs duties associated with the Circuit Court Case Management System and other specialized duties relating to the operations of a Circuit Court Clerk's office.

Essential Functions:

- Oversee scanning of land records, wills, criminal and civil orders, juvenile, adoption, and trust fund orders
- Index all land records and maintain indices for land records and wills and communicate with records manager vendor
- Integrated Revenue Management System tax agent for VA. Department of Treasury
- Merchant Services Manager for credit card acceptance and communications with financial institution
- Manage all areas of criminal case entry in CCMS, including certified and direct indictments, appeals, revocations, contempt charges, and concealed handgun permits
- Organize documents and set up new criminal files
- Process and issue all arrest and summons documents for criminal cases – shared with Clerk
- Process requests and issue witness subpoenas from defense counsel
- Receive and process search warrants and affidavits
- Receive and process Certificates of Analysis from Attorney for Commonwealth
- Process returns of service on capias', summonses, and subpoenas for witnesses
- Update CCMS with essential information as received (CCRE, arrest dates, bond information, attorney information, etc.)
- Update CCMS after court hearings for all criminal matters
- Assist in processing of passports;
- Perform all other related tasks as assigned.

Required Knowledge, Skills and Abilities

- Defined ability to manage multiple program responsibilities involving criminal case management.
- Solid working knowledge of criminal case procedure and processes.
- Solid working knowledge of database management skills combined with excellent information management experience.
- Strong public speaking and presentation skills.

Acceptable Education, Experience, and Training

Any combination of education and experience equivalent to 3 years relevant experience in a clerk's office or law office.

Working Conditions and Physical Requirements

Special Requirements:

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post Offer Requirements:

- Background check

Recommended by:	Approved as to form:	Approved:
<i>Justana P. Healdrey</i> ⁵⁻²⁴⁻¹⁶ Department Head	Date	Date
Date	Human Resources Manager	County Administrator
	Date	Date

Approved by Board of Supervisors on _____



Fluvanna County, Virginia
Job Description

Deputy Clerk III, Criminal Division Manager - Class # 1831

FLSA Status: Non-Exempt
Pay Grade: 11
Job Title ID: Deputy Clerk III
Reports To: Circuit Court Clerk

Summary: Represents Fluvanna County in the day to day operations of the Circuit Court Clerk's Office primarily in matters relating to criminal cases. Performs duties associated with the Circuit Court Case Management System, drafting of Court Orders and other specialized duties relating to the operations of a Circuit Court Clerk's office.

Essential Functions:

- Prepare all criminal court orders, restricted licenses, and orders restoring driving privileges for Judge's review and entry
- Prepare orders in pro se civil matters including protective orders
- Prepare court files for upcoming court dates, edit docket as necessary through Circuit Case Management System (CCMS), monitor court & judge's calendar & communicate with Judge's assistant regarding scheduling conflicts
- Preparation of Sentencing Guidelines for Judge's review
- Communicate with local jail and other institutions regarding criminal cases
- Prepare and coordinate court-ordered evaluations, restoration services, etc.
- Assist Judge on the bench with all tasks necessary to Court (jury selection process, administer oaths, arraignment, processing case files, etc.) – shared with Clerk
- Prepare and process inmate documents before and after court (continued custody order, disposition orders, transportation orders, commitment orders)
- Coordinate with Sheriff's Dept. regarding coverage for court dates, specific needs for cases, and security matters
- Notify court-appointed attorneys & probation of appointments and transmit documents
- Records Manager through Library of Virginia to oversee destruction of court records & registrar's voting records held by Clerk
- Perform all other related tasks as assigned.

Required Knowledge, Skills and Abilities

- Demonstrated ability to manage multiple program responsibilities involving criminal and civil case management.
- Extensive experience with all aspects of the Circuit Court system and criminal case processing.
- Strong knowledge and skill in legal writing.
- Advanced experience and solid working knowledge of criminal case procedure and processes.
- Strong public speaking and presentation skills.

Acceptable Education, Experience, and Training

Any combination of education and experience equivalent to 4 years relevant experience in a clerk's office or law office.

Working Conditions and Physical Requirements

Special Requirements:

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post Offer Requirements:

- Background check

Recommended by:	Approved as to form:	Approved:
<i>Justana P. Hendway, Clerk</i> 5-24-16		
Department Head Date	Human Resources Manager Date	County Administrator Date

Approved by Board of Supervisors on _____



Fluvanna County, Virginia
Job Description

Chief Deputy Clerk - Class # 1851

FLSA Status: Exempt
Pay Grade: 14
Job Title ID: Chief Deputy Clerk
Reports To: Circuit Court Clerk

Summary: Represents Fluvanna County in the day to day operations of the Circuit Court Clerk's Office in all areas. Performs all duties associated with the management of the Circuit Court Clerk's Office to include training, personnel supervision and evaluation, and data base management.

Essential Functions:

- Supervise office staff in absence of Clerk
- Perform all duties associated with the management of the Clerk's Office
- Maintain a managerial working knowledge of all duties and responsibilities of the Clerk's Office
- Oversee and manage the Financial Management System (FMS)
- Receive, receipt, and process new civil filings and costs (civil cases, garnishments, adoptions, juvenile & domestic appeals)
- Page and process all orders (civil and criminal) and distribute as directed by the Court
- Receive and file pleadings and oversee organization in court files
- Maintain confidential index for adoptions and juvenile cases
- Calculate all court costs, fines, and restitution in criminal and traffic convictions, manage individual accounts in FMS, and prepare and transmit notices of costs to defendants and probation
- Process and transmit sentencing guidelines and order to the Virginia Criminal Sentencing Commission
- Manage civil court calendar and docket and insure accuracy and distribution
- Maintain open communication with Administrative Assistant for Judge on all matters relating to scheduling of civil cases
- Supervise and process employee time and leave in the Munis system
- Oversee training of new staff
- Backup bookkeeper and immediate supervisor and trainer for current bookkeeper
- Prepare oaths of office for local officials
- Serve as representative of the Clerk's Office for various committee's or teams as required by local governing body
- Perform all other related tasks as assigned.

Required Knowledge, Skills and Abilities

- Thorough working knowledge of the Circuit Court system and all policies and procedures.
- Demonstrated ability for program review and analysis of subordinate staff functions.
- Solid ability to manage multiple program responsibilities involving criminal and civil case management.
- Extensive knowledge of all aspects of the Circuit Court system and case processing.
- Advanced experience and solid working knowledge of court procedure and processes.
- Strong public speaking and presentation skills.

Acceptable Education, Experience, and Training

Any combination of education and experience equivalent to 8 years relevant experience in a clerk's office or related field.

Working Conditions and Physical Requirements

Special Requirements:

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post Offer Requirements:

- Background check

Recommended by:	Approved as to form:	Approved:
<i>Justina R. Newberry, Clerk</i> 5-24-16		
Department Head Date	Human Resources Manager Date	County Administrator Date

Approved by Board of Supervisors on _____

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Appointment to the Planning Commission - Cunningham District				
MOTION(s):	I move to appoint/reappoint _____ to the Planning Commission - Cunningham District Position, with a term to begin June 1, 2016 and to terminate May 31, 2020.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Barry Bibb, current representative and Chairman, who wishes to remain Bradley Barker				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Last Name	<input type="text" value="Barker"/>	First Name	<input type="text" value="Bradley A."/>	Date Recieved	<input type="text" value="12/1/2014"/>
Mailing Address	<input type="text" value="3532 Hardware Road"/>	City	<input type="text" value="Scottsville"/>	State	<input type="text" value="VA"/>
	Postal Code	<input type="text" value="24590-"/>			
Home Phone	<input type="text" value="(434) 286-2289"/>	Work Phone	<input type="text"/>	Cell Phone/Other	<input type="text"/>
Fax	<input type="text"/>	Email Address	<input type="text" value="kskookish@aol.com"/>		
Physical Address	<input type="text"/>	City	<input type="text"/>	State	<input type="text"/>
	Postal Code	<input type="text"/>			

Education and Experience:

Historic Architectural preservation and conservation in both the public and private sectors. Researching and writing architectural and social histories, urban and rural, for the NC Dept. of Cultural Resources, Dept. of Archives and History. Private consultant on historic architectural preservation and conservation. AS: Building Construction and Management, Wilkes Community College, Wilkesboro, NC. BAH: Architectural History, UVA, Charlottesville, VA.

Civic Activities and Committee Memberships:

Shop Steward Amalgamated Transit Union. Local Pres. Amalgamated Transit Union, Chapel Hill, NC. (Drove City bus during university yerars.) Society American Architectural Historians, Society American Social History, Society American Popular Culture

Interest in Committee:

I am retired, have the time and would like to contribute to the welfare and vitality of Fluvanna County, which I have comt to love. I have long experience with the architectural and rural structures of communities and a lifelong use of and belief in the value of public libraries.

Comments: Interest in serving on maximum of 1 board.

Last Name **First Name** **Date Recieved**
Mailing Address **City** **State** **Postal Code**
Home Phone **Work Phone** **Cell Phone/Other**
Fax **Email Address**
Physical Address **City** **State** **Postal Code**

Education and Experience:

Rockhill Academy H.S. Diploma, Jefferson Professional Institute Business School Diploma in Business and Data Processing, Citizens Planning Education Association of Virginia Diploma in Virginia Planning Commissioners Program; Management, Planning, Personnel, Security and Safety

Civic Activities and Committee Memberships:

Presently on Planning Commission; Antioch Baptist Church-Deacon, Adult Sunday School teacher, member most recent Pastor search committee, Chairman nominating committee

Interest in Committee:

To give back to county and to continue to serve on the Planning Commission

Comments: Replaced Deborah Rittenhouse

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Appointment to the Planning Commission - Palmyra District				
MOTION(s):	I move to appoint/reappoint _____ to the Planning Commission - Palmyra District Position, with a term to begin June 1, 2016 and to terminate May 31, 2020.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Howard Lagomarsino, current representative, who wishes to be reappointed Brian Miller				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Interest in Planning Commission

Palmyra

Last Name Lagomarsino **First Name** Howard G. **Date Recieved** 12/4/2015

Mailing Address 24 Jennings Drive **City** Palmyra **State** VA **Postal Code** 22963-

Home Phone (443) 446-2510 **Work Phone** 4345314861 **Cell Phone/Other** (434) 296-5833

Fax **Email Address** hlagomarsino@msn.com

Physical Address **City** **State** **Postal Code**

Education and Experience:

Fire Marshal/County Fire Official - Albemarle County Fire Rescue (Division Chief) - interpret/apply fire code; review plans for development; provide recommendations/appear before BOS, Planning Commission, ARB; knowledge of development/planning/construction practices (VADHCD Core, Plans review, Advanced Official, Fire Inspector, Fire Official); draft code/legal recommendations; participate in County budget process. International Police Advisor- Dyncorp (under US State Dept. Contract) - Kabul, Afghanistan-provide mentorship to Afghan National Police Command Staff & other Government entities for development of Rule of Law capacity. Police Officer - Patrol, Forensics, Detective (Narcotics and General), Sergeant. Firefighter - held positions of firefighter, driver, hazardous materials technician, sergeant, lieutenant, assistant chief, division chief (knowledge of development/planning, budgetary preparation/processes, construction principles). Military - Security/infantry/Instructor - US Marines Pvt. (E-1). To Sergeant (E-5): Army National Guard - Sergeant (E-5) - Staff Sergeant (E-6). AAS - Police Science - PVCC, BS - Old Dominion University, graduate work through Virginia Tech with a Master's Certificate in Local Government Management including course work in budgets, planning, development, land use and economic development processes.

Civic Activities and Committee Memberships:

PVCC Alumni Board, Lake Monticello Security Committee. Old Dominion Alumni, Virginia Tech Alumni, International Assoc. of Arson Investigators, National Assoc. of Fire Investigators, International Assoc. Of Bomb Technicians & Investigators, Virginia Fire Prevention Assoc., International Assoc. of Fire Chiefs, IAFC Fire & Life Safety Section, Virginia Assoc. of Hazardous Material Response Specialists, Fraternal Order of Police, Police Benevolent Assoc., previous Eagle Scout.

Interest in Committee:

I wish to participate in shaping a vibrant future for Fluvanna County through economic development that is informed by reasoned planning and development. I believe I bring a unique set of experiences that includes education, experience and knowledge related to the work of the Planning Commission that will support this goal.

Comments: Replace Ms. Eager on Planning Commission when she became Supervisor.

Interest in Planning Commission

Palmyra

Last Name Miller **First Name** Brian J. **Date Recieved** 12/6/2015
Mailing Address 122 Carriage Hill Road **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone **Work Phone** 4345319136 **Cell Phone/Other** (434) 531-9136
Fax **Email Address** bmillerrbg@gmail.com
Physical Address **City** **State** **Postal Code**

Education and Experience:

BS Degree in Criminal Justice Administration and Management. 2011-Current: Police Officer, UVA Police Department. 2007-2011: Deputy Sheriff, Virginia Beach Police Department. 1998-2003: Military, United States Marine Corps.

Civic Activities and Committee Memberships:

Various community service projects while employed with Virginia Beach Sheriff's Department and the UVA Police Department. Involved with Calvary Chapel Fluvanna. Previous member of the Livingston County F&A Masons.

Interest in Committee:

To become more involved with my county. Completed the last Fluvanna Leadership Development Course, which opened my eyes to the various responsibilities within the Fluvanna government. I would like to serve my community in this aspect with future goals of continued service to Fluvanna County.

Comments:

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Appointment to the Economic Development Authority (EDA)				
MOTION(s):	I move to appoint/reappoint _____ to the Economic Development Authority (EDA), with a term to begin June 1, 2016 and to terminate May 31, 2020.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Shelley Murphy, current representative, wishes to be reappointed. Bob Dorsey				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Last Name	<input type="text" value="Dorsey"/>	First Name	<input type="text" value="Robert E."/>	Date Recieved	<input type="text" value="12/28/2015"/>
Mailing Address	<input type="text" value="6 Dover Court"/>	City	<input type="text" value="Palmyra"/>	State	<input type="text" value="VA"/>
		Postal Code	<input type="text" value="22963-"/>		
Home Phone	<input type="text"/>	Work Phone	<input type="text"/>	Cell Phone/Other	<input type="text" value="(434) 466-3870"/>
Fax	<input type="text"/>	Email Address	<input type="text" value="bobdorsey58@gmail.com"/>		
Physical Address	<input type="text"/>	City	<input type="text"/>	State	<input type="text"/>
		Postal Code	<input type="text"/>		

Education and Experience:

I am a retired USAF Officer and Member of the Intelligence community having served since 1976 to 2016. While a USAF officer, I designed, developed, contracted for, taught and operated military command and control systems in national level command centers. While an IC member, I was a trusted science, technology, systems engineering and intelligence analytical advisor tot the senior leadership of the 16 USG departments comprising the IC. I worked in remote sensing and the use of sensor information in combination with other types/sources of information to determine what was really going on in the world. For a short time, I worked for WEIFT, a Belgium based internet service and banking standards provider to the World Banks. Here I was in charge of the core elements of the world banking transactions system, specifically for the cryptographic security of worldwide operation locations. When I was in school in Fauquier County, I delivered newspapers, made pizza, worked in commercial kitchens, was a day laborer for a stone mason, cattle farmer, construction company and commercial haying operator. BS Engineering (Computer Science UVA 1980). MS Management Information Systems, Eller School of Business UAZ 1987. MS Systems Engineering, Verturbi School of Engineering USC 1988. Certificate Software Engineering, Colorado Tech 1990. Certificate-UVA Law School, Government contracting and Contract Case Law 2006. Instructor NATO AWACS Geilenkirchen Germany. Programming Languages taught to NATO soldiers and airmen 1983-1986. Instructor Webster Univ. Decision Support Systems Space Systems Management Graduate Program 1990-1992. Squadron Officers School, USAF 1985. USAF Instructors School 1983. Air command and Staff College 1992. Advanced CommComputer School 1992. Departmental Industrial Advisor UVA School of Engoneering Computer Science. Systems Engineering VaTech. School of Engineering. Electrical Engineering UAZ Electrical Engineering 2005-Present.

Civic Activities and Committee Memberships:

Wellington HOA, Manassas VA, Covenants Committee 6 yrs., Chair 2 Yrs. BOD member-1 year. Manassas City School Board. Chair, Citizens Committee on Inclusion of Home Schooled Students in School Board govered educational, sports, clubs and social activities. Fluvanna Leadership development Program, Class 12, Executive Committee fluvanna Volunteer Fair, 2015. Lake Monticello HOA, Safety and Security committee, 2015-present. Member Manassas St. thomas UMC 1990-2003. Church council 3 yr.s Children's Ministry Worship Leader 3 yrs. Sunday School teacher 3 yrs. Member Effort Baptist Church 2003-present. Member Mid-Atlantic Aviation Partnership 2015-present. Member International Council on Systems Engineering 2002-present. Member Association for Computing Machinery 1976-present. Member Shenandoah Valley Emmaus 2001-present. Wellington HOA, Board of Dirctors, Covenants Committee. Manassas City School Board, Chair, Citizens Committee on Inclusion of Home Schooled Students in School

Interest in Committee:

After 40 years of national and local service, I want to work with others to help make Fluvanna a great place to live, work, and play. I am particularly interested in economic development, workforce/STEM education development, and stewardship of human/natural resources (education, zoning, planning, conservation).

Comments:

Last Name
First Name
Date Recieved

Mailing Address
City
State
Postal Code

Home Phone
Work Phone
Cell Phone/Other

Fax
Email Address

Physical Address
City
State
Postal Code

Education and Experience:

Master's; Organizational Mangement, Unviersity of Phoenix; Affordable Housing, Real Estate, Econ Development, Aging/Seniors, Nonprofit Community based org's Social Services & Planning, Education Youth

Civic Activities and Committee Memberships:

Albemarle Co. School Board/Charter School

Interest in Committee:

To become involved in my community

Comments: filling unexpired term for Tammy Grigg. Will retire from EDA in June, 2016. 3/16 replaced Libby Edwards on MACAA.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Appointment to the Library Board of Trustees				
MOTION(s):	I move to appoint _____ to the Library Board of Trustees , with a term to begin July 1, 2016 and to terminate June 30, 2020.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Bradley Barker Euxine Faix Frank Gallo Cheryl Potter				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Last Name	<input type="text" value="Barker"/>	First Name	<input type="text" value="Bradley A."/>	Date Recieved	<input type="text" value="12/1/2014"/>
Mailing Address	<input type="text" value="3532 Hardware Road"/>	City	<input type="text" value="Scottsville"/>	State	<input type="text" value="VA"/>
		Postal Code	<input type="text" value="24590-"/>		
Home Phone	<input type="text" value="(434) 286-2289"/>	Work Phone	<input type="text"/>	Cell Phone/Other	<input type="text"/>
Fax	<input type="text"/>	Email Address	<input type="text" value="kskookish@aol.com"/>		
Physical Address	<input type="text"/>	City	<input type="text"/>	State	<input type="text"/>
		Postal Code	<input type="text"/>		

Education and Experience:

Historic Architectural preservation and conservation in both the public and private sectors. Researching and writing architectural and social histories, urban and rural, for the NC Dept. of Cultural Resources, Dept. of Archives and History. Private consultant on historic architectural preservation and conservation. AS: Building Construction and Management, Wilkes Community College, Wilkesboro, NC. BAH: Architectural History, UVA, Charlottesville, VA.

Civic Activities and Committee Memberships:

Shop Steward Amalgamated Transit Union. Local Pres. Amalgamated Transit Union, Chapel Hill, NC. (Drove City bus during university yerars.) Society American Architectural Historians, Society American Social History, Society American Popular Culture

Interest in Committee:

I am retired, have the time and would like to contribute to the welfare and vitality of Fluvanna County, which I have comt to love. I have long experience with the architectural and rural structures of communities and a lifelong use of and belief in the value of public libraries.

Comments: Interest in serving on maximum of 1 board.

Interest in Library Board of Trustees

Fork Union

Last Name **First Name** **Date Recieved**

Mailing Address **City** **State** **Postal Code**

Home Phone **Work Phone** **Cell Phone/Other**

Fax **Email Address**

Physical Address **City** **State** **Postal Code**

Education and Experience:

Teacher for 18 years; librarian for 20 years; BS in Education

Civic Activities and Committee Memberships:

Historical Society Board, Grace Episcopal Church, Fluvanna Historical Society, Daughters of American Revolution

Interest in Committee:

Life long interest in libraries

Comments:

Interest in Library Board of Trustees

Palmyra

Last Name Gallo **First Name** Frank J. **Date Recieved** 1/4/2012

Mailing Address 115 Mechunk Ridge Lane **City** Keswick **State** VA **Postal Code** 22947-

Home Phone (434) 296-6605 **Work Phone** 4345891687 **Cell Phone/Other**

Fax (434) 589-1687 **Email Address** gallfj@aol.com

Physical Address 115 Mechunk Ridge Lane **City** Keswick **State** VA **Postal Code** 22947

Education and Experience:

Bachelor of Arts, Juris Doctor, former "part-time" County Attorney (Fluvanna), Commonwealth Attorney (Fluvanna), Assistant Commonwealth Attorney (Loudoun, Louisa), author: LexisNexis, "Virginia Forms" (Commercial Transactions, Criminal Procedure, Medical Malpractice).

Civic Activities and Committee Memberships:

Member of initial Library Board, 1980's, Rivanna Conservation Society, Fork Union Masonic Lodge, etc.

Interest in Committee:

Library Board

Comments: Filled unexpired term of Steve Nichols on BZA in 2012. Resigned BZA 7/1/14.

Last Name Potter **First Name** Cheryl **Date Recieved** 5/25/2016
Mailing Address 474 Covered Bridge Rd **City** Kents Store **State** VA **Postal Code** 23084-
Home Phone (434) 589-9292 **Work Phone** **Cell Phone/Other** (434) 806-6582
Fax **Email Address** cherylpo@hotmail.com
Physical Address 474 Covered Bridge Rd **City** Kents Store **State** VA **Postal Code** 23084

Education and Experience:

BA Language Arts, Seattle Pacific University

Civic Activities and Committee Memberships:

Columbia PTO -Member and Treasurer; Central Elem. PTO - Treasurer; Carysbrook Elem. - President and Treasurer; Kents Store ARC - Treasurer

Interest in Committee:

My family and I are frequent visitors to the library. We stop by weekly to check out books, magazines, CDs and DVDs. I believe the library is an integral part of our community. I am interested in expanding my contribution to the community by my commitment to the Library Board.

Comments:

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 6/1/16

AGENDA TITLE:	Financial Auditing Services Contract				
MOTION(s):	I move to approve the contract between Robinson, Farmer Cox Associates and the county for Financial Auditing Services, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	An independent auditor is required to file the county's Comprehensive Annual Financial Report (CAFR) to the Virginia Auditor of Public Accounts. Robinson Farmer Cox Associates (RFC) has been our auditor for several years. As per purchasing guidelines, an RFP was issued in April 2016 in search of a new auditor. After receiving 3 proposals, and interviewing all 3 firms, it was decided by committee to continue with RFC for our auditing needs.				
FISCAL IMPACT:	FY16 County Audit \$41,150, Cost allocation Plan \$3,500, School Activity fund (paid for by the school activity fund) \$8,250; If renewed FY17 3% increase; FY19 3% increase- RFC has had no increase in fees for the last 5 years.				
POLICY IMPACT:	An independent auditor is required to file the county's Comprehensive Annual Financial Report (CAFR) to the Virginia Auditor of Public Accounts.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	x	x		

**CONTRACT TO PROVIDE FINANCIAL AUDITING SERVICES
OF COUNTY OF FLUVANNA, VIRGINIA**

This Contract to Provide Financial Auditing Services is made this ____ day of _____, 2016 (the "Contract"), by and between Robinson, Farmer, Cox Associates, P.O. Box 6580, Charlottesville, Virginia 22906, hereinafter referred to as the Auditor, and the Board of Supervisors of the County of Fluvanna, Virginia, hereinafter referred to as the County. **WITNESSETH** that the Auditor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree to as follows:

1. The Auditor shall audit the financial statements of the County annually for the fiscal years ending on July 1, 2016, through the fiscal year ending June 30, 2020, hereinafter referred to as the Audit Period.
2. The Auditor shall perform all services and work necessary or required to fulfill all of the requirements of the Request for Proposal #2016-04 Financial Auditing Services issued March 24, 2016, attached hereto as **EXHIBIT 1** (the "RFP"), which is made a part hereof and incorporated herein by reference and also shall provide all of the services and work outlined in the Auditor's Response to the RFP dated April 11, 2016, which shall include the Auditor's Cost Estimate, attached hereto as **EXHIBIT 2** (the "Response"), which is made a part hereof and incorporated herein by reference. The Auditor is required to meet or exceed all requirements, specifications and terms of the RFP and the Response. The Auditor is required to perform the following services and work in a good and workmanlike manner that would pass without exception in the industry. Time is of the essence for all services and work to be provided under this Contract. Capitalized terms herein shall have the same meaning as in the RFP unless the context requires otherwise.
3. The Auditor shall conduct his audit and render his report in accordance with generally accepted government auditing standards as defined by *Government Auditing Standards* 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 Towns* issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances.
4. It is agreed that generally accepted government auditing standards include a review of the County's system of internal control and accounting as the same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which shall be a part of the written report of audit, to the County setting forth his findings, together with his recommendations for improvement. The Auditor shall file said report with the Auditor of Public Accounts, Commonwealth of Virginia.
5. The Auditor shall, after completing his audit, submit to the County a written report of audit. This report will include, at least, any and all requirements under the RFP or Response, the financial statements and notes thereto prepared in accordance with generally accepted accounting principles, supplementary information requested by the client or required for full disclosure under the law and

the auditor's opinions on the material presented. The Auditor shall furnish required copies of the report on audit to the County by November 30th, after the close of the accounting period.

6. It is agreed that time is of the essence in the performance of this contract; however, unavoidable delays shall not render the contract invalid or voidable provided the cause thereof and the estimated completion date are promptly furnished by the Auditor to the County.
7. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the County in writing of the need for such additional investigation and the additional compensation required therefore.
8. There are no special provisions, except: the County reserves the right to renew this contract annually subject to a negotiated fee and continued satisfactory performance.
9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the auditor a fee as follows:

Fiscal Year Ending June 30, 2016:

County Audit	\$ <u>41,150</u>
School Activity Fund Audit	\$ <u>8,250</u>
Cost Allocation Plan	\$ <u>3,500</u>

Fiscal Year Ending June 30, 2017:

County Audit	\$ <u>42,390</u>
School Activity Fund Audit	\$ <u>8,500</u>
Cost Allocation Plan	\$ <u>3,610</u>

Fiscal Year Ending June 30, 2018:

County Audit	\$ <u>42,390</u>
School Activity Fund Audit	\$ <u>8,500</u>
Cost Allocation Plan	\$ <u>3,610</u>

Fiscal Year Ending June 30, 2019:

County Audit	\$ <u>43,660</u>
School Activity Fund Audit	\$ <u>8,750</u>
Cost Allocation Plan	\$ <u>3,720</u>

Fiscal Year Ending June 30, 2020:

County Audit	\$ <u>43,660</u>
School Activity Fund Audit	\$ <u>8,750</u>
Cost Allocation Plan	\$ <u>3,720</u>

- i. Interim billings are not to exceed 80% of said fee.
 - ii. Final payment of the fee for services for each fiscal year shall be invoiced upon completion of all services for such fiscal year, but in no event prior to the expiration of thirty (30) days after the submission of the CAFR and all other required items to the Auditor of Public Accounts.
10. The County's General Terms, Conditions, and Instructions to Bidders and Auditors attached to the RFP are specifically made a part hereof and incorporated herein by reference. Where any term of this Contract directly contradicts the County's General Terms, Conditions, and Instructions to Bidders and Auditors, this Contract shall control.
 11. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable unless entered into in writing between the parties hereto.
 12. In the event that the terms of this Contract or the Response conflict with the RFP, the terms of the RFP shall control, except that the Audit Period and the fees to be paid by the County shall be as set forth in this Contract.
 13. Any notices required hereunder must be in writing and will be deemed to have been given if delivered by hand, overnight courier or mailed by first class mail postage prepaid to the following addresses:

If to County:

County of Fluvanna
Attn: Ms. Cyndi Toler
132 Main Street
Palmyra, VA 22963

With a Copy to:

Fluvanna County Attorney
Mr. Frederick W. Payne
414 East Jefferson Street
Charlottesville, VA 22902

If to Auditor:

Robinson Farmer Cox & Associates
Attn: Mr. David Foley
530 Westfield Road
Charlottesville, VA 22901

Telephone: (434) 973-8314

Facsimile: (434) 974-7363

Either party may substitute another address for the one set forth above by giving a notice in the manner required. Either party may provide a number for facsimile transmission of a notice or an e-mail address for providing any notice. Any notice by hand will be considered to have been given when delivered. Any notice by courier, facsimile transmission or e-mail will be considered to have been given when received and evidenced by any certification of receipt or transmission appropriate to the means of giving such notice. Notice by first class mail will be considered to be received and to be effective five business days after deposit in the mail.

Witness the following duly authorized signatures and seals:

Robinson, Farmer, Cox Associates
Certified Public Accountants

County of Fluvanna, Virginia

(SEAL)

(SEAL)

Title:

Title:

Date:

Date:

Approved as to Form



**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS 2016-04**

Financial Auditing Services

Issue Date: March 24th, 2016
Due Date: April 8, 2016
Time: 2:00 p.m.
RFP Number: 2016-05
Issuing Department: County of Fluvanna, VA
Finance Department
132 Main Street
P.O. Box 540
Palmyra, VA 22963
Procurement Contact: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

All proposals shall be turned in no later than 2:00 P.M. EST April 8, 2015 to Finance Office located at 132 Main Street, County Administration Building, Palmyra, Virginia 22963. If proposals are sent via a mailing service or hand delivered, please address the proposals to the issuing department listed above. Any proposals that are submitted by e-mail, phone, or facsimile shall not be considered. Any proposals received after the deadline shall be deemed non-responsive and returned unopened. *It is the Offeror's sole responsibility to insure all information; including addendums are complete and delivered on time.*

Fluvanna County, a political subdivision of the Commonwealth of Virginia, hereinafter, "County" (the "County" as used herein shall include Component Units as defined below), 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 governed by the Virginia Public Procurement Act (the "VPPA") and shall be read as consistent with the VPPA.

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”) and the Economic Development Authority (“EDA”) for the fiscal year ended June 30, 2016, with options to renew for four one-year periods in the County’s sole discretion.

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, the Code of Virginia, including Section 15.2-2511, the Fluvanna County Code, and Fluvanna County Accounting & Financial Reporting Policies and Procedures revised policy 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 analysis of the funding progress for pension plan, and the schedule of expenditures of federal awards, as well as, any future required schedules. 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 GAS 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 Governmental Accounting Standards Board (GASB) Statement No. 14, "The Financial Reporting Entity" and GASB Statement No. 39, "Determining Whether Certain Organizations are Component Units". The component units of the County all component units of the County as defined by applicable law, including, but not limited to, School Board (including Cafeteria fund) and EDA. The Cafeteria is defined as the funds of the cafeterias of the School Board. The "EDA" is defined as the Economic Development Authority.

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 Cost Allocation Plan

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

8. Landfill Financial Assurances

The County is required to demonstrate financial responsibility for post-closure arising from operating a municipal solid waste landfill. The Auditor will review the computation of financial assurance in accordance with the Commonwealth of Virginia Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities, relating to the closure, post-closure care and corrective action costs of owning and operating a municipal solid waste landfill facility.

9. School Activity Funds

The annual audit shall also include School Activity Funds. The schools currently operate one high school, one middle school and three primary/elementary schools.

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 Management Personnel of the County and School Board before the preliminary work and throughout fieldwork. The purpose of these meetings is to keep Management Personnel 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 (“GAAP”). 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 GASs and the Specifications for Audit of Counties, Cities and Towns. 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 Management Personnel.
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, or earlier if required by applicable law.
7. The Auditor shall make an immediate, written report to the County Administrator of all management letter comments of which the Auditor becomes aware and of any actual or suspected irregularities or illegal activities

8. The Data Collection Form required by the Commonwealth of Virginia.
9. A report on the agreed upon procedures and any findings in relation to the landfill financial assurance in accordance with the provisions, rules, law and regulations under 9 VAC 20-70 (Title 9, Agency 20, Chapter 70 of the Virginia Administrative Code), the Virginia Waste Management Board and the Virginia Department of Environmental Quality.
10. 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, or earlier if required by applicable law.
11. Certified Public Accountant ("CPA") Certificate of No Default letters as required by debt covenants of the County, as applicable.

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 in a timely manner in advance of the November 30th deadline for CAFR publication, and in any event no later than 7 business days' prior to November 30th. 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 Government Finance Officers Association ("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 APA by November 30th of each year.
 6. The Auditor shall prepare the County's written central services Cost Allocation Plan in a form consistent with prior Cost Allocation Plans of the County.
- 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 90 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; and
11. Such reasonable additional schedules as may be requested.

C. Other Assistance

The staff of the County and responsible Management Personnel ("Management Personnel" as used herein shall include the County Administrator, Director of Finance and any other person so designated by either of them from time to time) 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
- Commonwealth Attorney Drug Forfeiture

Sheriff Drug Forfeiture
Grants Fund

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

A. No pre-proposal conference is scheduled. Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications with Fluvanna County Finance Office referred to in this RFP, must be made in *writing* to:

Cyndi Toler
Purchasing Officer
County of Fluvanna
132 Main Street (physical)
P.O. Box 540 (mailing)
Palmyra, VA 22963
ctoler@fluvannacounty.org

B. General background information about the County is available on the County of Fluvanna's website www.fluvannacounty.org

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
3. Offerors are not to submit estimated man-hours or cost for services with their proposals.
- 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 2:00 p.m. on **Friday, April 8, 2016**. Copies of the proposal should be forwarded to:

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

The proposal should be clearly marked "Request for Proposal (RFP) No. 2016-05 – Financial Auditing Services."

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). – (30%)
2. The prior experience and reputation of the Auditor in auditing local governments similar to the County. – (30%)
3. The skills, experience and training of the specified persons who will be performing the services requested. – (20%)
4. References from other local governments or clients. – (10%)
5. Overall completeness, clarity and quality of proposal including inclusion of technical requirements. – (10%)

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:

- A. The contract term shall be fixed for a term of one (1) year, with options to renew annually for four (4) additional one-year terms. The first year of the Contract will be for the fiscal year ending June 30, 2016. Any renewal shall be made on or before April 1 of each year. Contract prices shall remain firm for the initial term of the contract.
- B. For renewal periods, price increases, if any, 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. Any price increases shall be specifically defined in the Contract.

1.9 Payment for Services:

- A. Payments under the contract shall be made within 45 days after receipt of an approved invoice, with invoices submitted no more often than monthly and all payments shall be consistent with the County's General Terms, Conditions and Instructions to Bidders and Contractors, attached hereto and made a material part of this RFP, 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.
- B. Pursuant to Section 60 of the County's General Terms Conditions and Instructions to Offerors and Contractors, attached hereto and incorporated herein, this RFP is being conducted under Section 2.2-4304 of the Code of Virginia. Specifically, and without limitation, the School Board may choose to purchase services off the contract resulting

from this RFP, including but not limited for, the School Activity Fund(s). Any offers should include a separate section relating to services for the School Board. Any such contract shall be by separate agreement between the Fluvanna County School Board or other public body and the Contractor. Nothing herein shall make the County a party to such contracts and the County has no liability whatsoever related to such contracts. The School Board shall make payment for the audit of the School Activity Funds if it so elects to contract with Contractor by cooperative procurement hereunder.

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

- A. 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.
- B. 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.

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND
INSTRUCTIONS TO BIDDERS AND
CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

- 1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

- 2. DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and

“Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and

conditions applicable to the procurement.

- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
 - m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
 - n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
 - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

- 4. COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
- 5. DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
- 6. CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule,

if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers,

documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. COMPLETENESS: To be responsive, a Bid must include all information required by the Solicitation.

- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. No Contact Policy:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested

person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or

omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with 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. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any 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 any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any 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 payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. 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.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

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

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any 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 fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract 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.
- 44. 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 any 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 any 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 any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if

any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. 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.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

- c. 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 any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 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.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any 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.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in

excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. 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 § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any 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 52.
- b. 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 each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the

amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, 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 any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any 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 the VPPA and the County's Procurement Procedures, 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.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any 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.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the

Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:

- i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
- ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
- iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
- iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and

shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The 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 or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return

the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

74. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number;
- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

OFFEROR PRICE PROPOSAL SUBMITTAL FORM

All prices must be typed or written in ink.

A total cost must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal. All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the Offeror's entries in the proposal must be initialed by an authorized representative of the Fabricator. Photo-copied corrections will not be considered.

The undersigned agrees to perform the Scope of Work outlined in this Request for Proposal Bid Documents for the firm-fixed price of:

If Bidder or Offeror is an Entity:

If Bidder or Offeror is an Individual (sole proprietor):

Legal Name of Entity

Signature (SEAL)

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: _____

Print Name: _____

Date: _____

Print Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

SSN: _____ (If Vendor is a sole proprietor)

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

By my signature below, I, as a duly authorized representative of the entity named below, certify the accuracy of the foregoing information:

_____ Date: _____
 Legal Name of Entity if Applicable

By: _____ (SEAL) Print Name: _____
 Signature of Authorized Representative

Print Title: _____

Vendor Certification (for a Sole Proprietor):

_____ (SEAL) Print Name: _____ Date: _____
 Signature

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9): _____

Legal Name of Offeror/Bidder: _____

Date: _____

Authorized Signature: _____

Print or Type Name and Title: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

CERTIFICATE OF NO COLLUSION:

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2015.

Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: _____

Print Title: _____

Date: _____

ACKNOWLEDGEMENT

State of _____
In the County/City of _____, **to-wit:**

The foregoing Certification of No Collusion was subscribed and sworn to before me by _____ (Print Name), _____ (Print Title) on behalf of _____ (Print Name of Entity) on this _____ day of _____ (month), _____ (year).

Notary Public

My commission expires: _____

Registration Number: _____

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OFFEROR STATEMENT

The undersigned Offeror hereby certifies that the Offeror has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Request for Proposal and hereby submits this Proposal pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Offeror is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____ (year) by _____ (Print Name),
_____ (Print Title) on behalf of _____ (Name
of Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Offeror is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)
Signature

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

COPY

**COUNTY OF FLUVANNA, VIRGINIA
PROPOSAL TO PROVIDE FINANCIAL AUDITING SERVICES**

RFP # 2016-05

FOR THE FISCAL YEAR ENDED JUNE 30, 2016

Please Respond To:

David E. Foley, Member
Robinson, Farmer, Cox Associates
530 Westfield Road
Charlottesville, Virginia 22901
Email: dfoley@rfca.com
Ph: (434) 973-8314 Fax: (434) 974-7363

EIN Number: 54-1896113

SCC Number: S028346-7

April 11, 2016

**COUNTY OF FLUVANNA, VIRGINIA
PROPOSAL TO PROVIDE AUDITING SERVICES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016**

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ROBINSON, FARMER, COX ASSOCIATES

A PROFESSIONAL LIMITED LIABILITY COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

April 11, 2016

County of Fluvanna
Finance Department
132 Main Street
Palmyra, VA 23093

Ladies and Gentlemen:

We are pleased to submit our proposal to audit the financial statements of the County of Fluvanna, Virginia for the fiscal year ending June 30, 2016. This proposal has been organized to comply with your Request for Proposal—Audit Services, RFP #2016-05.

Overview of Services

Robinson, Farmer, Cox Associates, Certified Public Accountants, will perform an audit in accordance with generally accepted auditing standards, the standards for financial and compliance audits contained in the United States General Accounting Office's *Government Auditing Standards*, Office of Management and Budget Uniform Grant Guidance, and *Specifications for Audit of Counties, Cities and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Accordingly, it will include such tests of the accounting records and such other auditing procedures as we deem necessary and appropriate in order to express our opinion on the financial statements. In addition, RFC will audit the Fluvanna County School Activity Funds, Fluvanna County Economic Development Authority, and develop the Indirect Cost Allocation Plan. As part of our audit, a compliance review will be conducted in connection with our review of the County's system of internal control for the purpose of submitting our written report on material weaknesses in internal control, reportable conditions and/or our management letters.

RFC will provide the County of Fluvanna with a dedicated, highly qualified team, led by a Partner who will be performing on-site fieldwork during both preliminary and final fieldwork. As our Firm derives a majority of our business from local government work, we are well-versed in planning and scheduling governmental audit engagements like the County of Fluvanna. RFC is committed to partner with you to complete your audit in a timely manner in accordance with **your schedule**.

RFC's approach to the various County engagements will be to develop a customized strategic audit plan based primarily upon information garnered from our detailed risk assessment procedures performed during the preliminary stage of fieldwork. We will conduct interviews with various members of the County's management team and analyze internal controls currently in place. We will utilize our Certified Information System Auditor (CISA) to perform IT risks and control assessments in certain audit areas. During our audit, we will employ a variety of fraud risk assessment procedures by inquiring with Management and other key personnel about the risk of fraud and how risks are addressed. We will also conduct fraud risk interviews with selected staff members within the County and perform other risk assessment procedures as we deem necessary.

Government Auditing Standards require that, among other requirements, all firms performing government audits have an internal quality control system and participate in an external quality control review program. Further, auditors working on governmental audits must meet continuing education requirements, including education specifically applicable to performing governmental audits, which are more stringent than that mandated by the American Institute of Certified Public Accountants. RFC is in full compliance with the compliance requirements of *Government Auditing Standards* and is committed to maintaining these standards.

CHARLOTTESVILLE OFFICE STREET ADDRESS

530 WESTFIELD ROAD
CHARLOTTESVILLE, VIRGINIA 22901
TELEPHONE: (434) 973-8314

E-MAIL: dfoley@rfca.com
INTERNET: www.rfca.com
FAX: (434) 974-7363



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RFC recognizes the challenges local governments face in keeping abreast of the latest GASB and GFOA reporting standards. Our independent Quality Control Department provides both our auditors and clients with the necessary training and tools to tackle these requirements, well in advance of required implementation.

Our field work will commence in May of each year with the draft financial statements, notes and all required supplementary schedules, Auditor's reports and management letter submitted to Management by November 1st. The final financial report will be delivered no later than December 20th. Comparative Cost Report Transmittal forms will be submitted to the Auditor of Public Accounts by November 30th and in accordance with Sections 15.2-2510 of the Code of Virginia. We shall also prepare such other schedules and analysis as may be required by the County as well as other state and federal agencies related to the audit. We will provide an electronic copy of the CAFR for posting to the County's website.

Pre-audit meetings as well as progress meetings and final exits conferences will be held with the Director of Finance, and other staff personnel pertaining directly to the audit report and our performance thereof, shall be included as part of the engagement.

The Approach to Conducting the Audit contained herein presents a summary of the major audit tasks and the target dates for the engagement. County audit tasks identified within the Scope of the Engagement Section are in accordance with your request for proposal and no significant internal staff commitments are anticipated.

The special terms and conditions section specifies the contract shall be for a one (1) year and may be extended for 4 years. Audit fees will be negotiated in accordance with applicable state and local laws.

Experienced Leaders

For *sixty years*, RFC has been the leading governmental auditing and consulting firm in the Commonwealth of Virginia. RFC's approach is simple: we provide *quality services* performed by experienced staff with extensive knowledge in the area of public entity accounting, auditing and financial consulting. This straightforward approach to conducting business has ensured our clients receive the efficient, professional, and effective services they have come to expect. Our Firm devotes over *56,000 hours* annually to performing governmental audit engagements in Virginia. This represents 81 percent of our total audit practice. Quite simply, RFC's hallmark strength is auditing local governmental entities.

Quality

Quality is synonymous with our reputation and the cornerstone of our business. While all accounting firms are subject to the same standards regarding quality control and educational requirements, RFC distinguishes itself through its commitment to excellence. The Quality Control Department epitomizes this commitment. The Firm's quality control director, Kristen Choate, CPA, manages a team of three full-time reviewers whose focus is to review individual engagements to ensure that RFC standards are maintained, year round. She also oversees the Firm's annual quality control review. Due to the large number of governmental clients that we serve, a sample of our workpapers are reviewed each year by the Auditor of Public Accounts (APA). All APA reviews have received unmodified opinions (*the highest possible*).

Kristen L. Choate, CPA, and Deanna L. Cox, CPA of our Firm serve as Special Review Committee members for the GFOA and review a selection of governmental audit reports from around the country throughout the year. This process enhances our ability to ensure that your financial reports meet all reporting guidelines.



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Accessibility

We pride ourselves on remaining accessible to our clients during audit season and beyond. We encourage our clients to contact us anytime with audit-related questions or concerns at *no extra charge*. We also maintain year round contact through client newsletters, RFC sponsored events, and website postings.

Conclusion

It is our contention that RFC is the most qualified and capable local government auditing firm in the Commonwealth of Virginia. With nearly 60 years of relevant experience, the Firm is currently engaged to provide audit services for approximately 70% of Virginia counties, 25% of cities, 35% of towns, and numerous other governmental entities. This expertise, as well as the Firm's commitment to superior service sets us apart from our competitors. Our engagements are skillfully planned and managed to maximize effectiveness while minimizing client impact and our capable experienced professionals possess in-depth proficiencies that ensure quality as well as timely results. We sincerely appreciate the opportunity to continue serving the needs of the County of Fluvanna, Virginia.

The following member has the authority to make representations on behalf of Robinson, Farmer, Cox Associates, should any questions arise concerning this proposal, please contact:

NAME / ADDRESS

David E. Foley, Member
530 Westfield Road
Charlottesville, Virginia 22401
Phone: (434) 973-8314 Fax: (434) 974-7464

We represent that this proposal meets or exceeds the requirements of your Request for Proposal of Audit Services, RFP # 2016-04.

Thanking you for your consideration, we remain

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES



David E. Foley
Certified Public Accountant
Member



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ROBINSON, FARMER, COX ASSOCIATES

FIRM QUALIFICATIONS AND EXPERIENCE

Robinson, Farmer, Cox Associates is a regional firm of certified public accountants and consultants serving clients throughout the Commonwealth of Virginia. Since the firm's founding in 1953 by Daniel A. Robinson, Sr., it has enjoyed the reputation as the leading public accounting firm in the practice of governmental accounting, auditing, and consulting services to local governments and nonprofit entities in Virginia. While the firm does provide diversified services to non-governmental clients in the areas of accounting, auditing, taxes, fiscal planning, and consulting services, approximately 75% of its practice is devoted to local government and nonprofit services.

The firm has maintained a leadership role in the accounting, auditing and financial reporting requirements for Virginia counties and cities by the active participation of members of the firm and staff in such activities as the following:

- Program participants in the annual meeting of Virginia Association of Counties (VACO) and the Local Government Officials Conference (LGOC).
- Participants in Virginia meetings of the Governmental Finance Officers Association (GFOA).
- Members of the firm and staff play an active role in committee assignments for various professional organizations and State agencies such as: (1) the Virginia Society of Certified Public Accountants-Committee on Governmental Accounting and Auditing, reviewing proposed legislative changes dealing with the audits of Virginia counties; (2) the Virginia Chapter of the Governmental Financial Officers Association-Committee on Local Governmental Reporting, reviewing proposed legislative changes dealing with local government organization and financial reporting; and, (3) Auditor of Public Accounts of the Commonwealth of Virginia-Committee on Local Government and Financial Reporting.
- Served as auditor and advisor to various associations representing local government officials in Virginia.
- Active in implementation of GASB Statement No. 34 through participation in committees of the Virginia GFOA and Auditor of Public Accounts.

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Virginia's
premier
source of
financial
expertise
for over
50 years.



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Through the years, by serving as the auditor and advisor in financial planning for various Virginia counties, the firm has assisted Virginia counties in receiving equitable settlements and awards in the final settlement of annexation suits and inter-governmental reimbursement agreements. The firm took the initiative to review revenue sharing entitlements received by Virginia localities which subsequently resulted in approximately 70% of the Virginia localities receiving more equitable revenue sharing entitlements.

The firm has assisted the County of Accomack, County of Albemarle, County of Augusta, County of Culpeper, County of Fauquier, County of Fluvanna, County of Frederick, County of Gloucester, County of King George, County of King William, County of Louisa, County of Prince George, City of Fairfax, City of Fredericksburg, City of Manassas Park, City of Martinsville, City of Suffolk, Virginia, Rapidan Service Authority, Rivanna Water and Sewer Authority, Fauquier County Water and Sanitation Authority, Albemarle County Service Authority, Campbell County Utilities and Service Authority, King George County Service Authority and the Charlottesville-Albemarle Airport Authority in obtaining and sustaining the GFOA Certificate of Achievement. Further, the firm is actively involved in assisting other localities and authorities who will be applying for the Certificate in future years.

The firm has provided over the years a variety of consultation services to its governmental clients:

- Consultation in the preparation of official statements and other data to be used in connection with the issuance of both revenue and general obligation bonds. The firm has enjoyed an excellent professional relationship with all major Virginia municipal investment firms and bond counsel.
- Consultation in intergovernmental matters, such as:
 1. Transition of Towns to City status,
 2. Form of government studies, incorporation and consolidation,
 3. Annexation impact analysis,
 4. Utility rate requirements, and
 5. Financial reporting and formulae analysis of inter-governmental agreements.



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- Consultation in administration and financial management, such as:
 1. Financial feasibility indication studies and rate studies of utility enterprises,
 2. Systems evaluations design and development (both financial accounting and other governmental functions),
 3. Capital improvement programs,
 4. Budgeting and financial forecasting,
 5. Internal Control design and implementation,
 6. Personnel classifications and pay plans,
 7. Organizational studies,
 8. Indirect cost allocation plans,
 9. Governmental efficiency studies, and
 10. Cash management analysis.



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REPRESENTATIVE PROJECTS

We have listed below a partial list of current governmental audit clients:

Counties

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> ♦ Accomack County ♦ Amelia County ♦ Albemarle County ♦ Appomattox County ♦ Brunswick County ♦ Buckingham County ♦ Campbell County ♦ Charlotte County ♦ Charles City County ♦ Clarke County ♦ Culpeper County ♦ Cumberland County ♦ Essex County | <ul style="list-style-type: none"> ♦ Fauquier County ♦ Frederick County ♦ Gloucester County ♦ Greene County ♦ Greenville County ♦ Halifax County ♦ King and Queen County ♦ Lancaster County ♦ Louisa County ♦ Lunenburg County ♦ Madison County ♦ Matthews County | <ul style="list-style-type: none"> ♦ Nelson County ♦ New Kent County ♦ Northampton County ♦ Northumberland County ♦ Nottoway County ♦ Richmond County ♦ Prince Edward County ♦ Prince George County ♦ Surry County ♦ Sussex County ♦ Warren County ♦ Westmoreland County |
|---|---|--|

Cities

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> ♦ City of Buena Vista ♦ City of Fredericksburg | <ul style="list-style-type: none"> ♦ City of Lexington ♦ City of Martinsville | <ul style="list-style-type: none"> ♦ City of Petersburg ♦ City of Radford ♦ City of Williamsburg |
|---|---|---|

Towns

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> Town of Blackstone Town of Cape Charles Town of Crewe Town of Orange | <ul style="list-style-type: none"> ♦ Town of Purcellville ♦ Town of Rocky Mount Town of Surry Town of Tappahannock | <ul style="list-style-type: none"> Town of Victoria ♦ Town of Warrenton ♦ Town of Woodstock ♦ Town of Vienna |
|---|--|--|

School Activity Funds

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> Albemarle County Alexandria City Amelia County Campbell County Colonial Beach Town Colonial Heights Town | <ul style="list-style-type: none"> Charlottesville City Clarke County Essex County Gloucester County Hopewell City Loudoun County | <ul style="list-style-type: none"> New Kent County Northampton County Prince George County Prince William County Surry County Sussex County |
|---|---|---|

Authorities

- | | |
|--|--|
| <ul style="list-style-type: none"> ♦ Charlottesville Albemarle Airport Authority ♦ Campbell County Utilities and Service Authority ♦ Fauquier County Water & Sanitation Authority ♦ Hampton Roads Regional Jail Authority ♦ Meherrin River Regional Jail Authority ♦ Northern Virginia Regional Park Authority | <ul style="list-style-type: none"> ♦ Rapidan Service Authority ♦ Rappahannock Regional Jail Authority ♦ Rivanna Solid Waste Authority ♦ Rivanna Water and Sewer Authority ♦ Western Virginia Water Authority ♦ Western Tidewater Regional Jail Authority |
|--|--|

- ♦ Submits report to Government Finance Officers Association



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PROJECT AND MANAGEMENT APPROACH

General Overview

- The audit will include the financial records of all funds and component units comprising the County's Financial Report. An independent auditor's opinion will be expressed on the fairness of financial statements presented in conformity with generally accepted accounting principles.
- The audit of the County will be performed and the Financial Report prepared in accordance with the *Principles of Governmental Accounting, Auditing and Financial Reporting* (GAAFR) and the standards of financial audits contained in the United States General Accounting Office's *Government Auditing Standards*, Office of Management and Budget Uniform Grant Guidance, (Uniform Guidance), and *Specifications for Audit of Counties, Cities, and Towns* issued by the Auditor of Public Accounts of the Commonwealth of Virginia. As a part of our audit, compliance tests will be conducted in connection with our review of the County's system of internal control for the purpose of submitting our written report on material weaknesses in internal control/reportable conditions included in the Independent Auditors' Report on Internal Accounting Control over Financial Reporting and Compliance. The Federal programs compliance audits shall be conducted in accordance with the Single Audit Act.
- We will prepare the Comparative Report Transmittal Forms in compliance with the APA's UFRM. We will issue the related "agreed upon procedures" transmittal letter as required by the APA and will file the reports electronically with the APA not later than November 30th following the end of the fiscal year.
- We will prepare the Schedule of Expenditures of Federal Awards for the Primary Government and School Board. In addition we will prepare the Notes to Schedule of Expenditures of Federal Awards and Schedule of Findings and Questioned Costs. We will prepare the Data Collection Form required by Uniform Guidance for submission to the Federal Audit Clearinghouse as part of our Reporting Package.
- We will prepare the separate report on the Sheriff's Internal Controls Processes in accordance with the Code of Virginia and of the APA's *Specifications for Audits of Counties, Cities and Towns*. We will submit this report to the County and to the Auditor of Public Accounts by November 30th.
- We will prepare the separate report on VRS Attestation report in accordance with the APA's *Specifications for Audits of Counties, Cities and Towns*. We will submit this report to the County and to the Auditor of Public Accounts by October 1st.
- We will perform procedures on the Landfill Assurance to be provided to DEQ and will issue the corresponding "Agreed Upon Procedures report by December 31st."
- We will prepare the financial statements, exhibits, schedules and notes to the financial statements for the County's Comprehensive Annual Financial Report based on the County's final adjusted trial balance.

The audit plan is designed to meet our requirements while minimizing the impact on your operations.



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General Overview: (Continued)

- We will prepare the GFOA Certificate of Achievement for Excellence in Financial Reporting - Checklist based upon our review of the CAFR against the GFOA certificate program checklist. In addition to possible / potential comments which arise from the checklist review we will provide the County with our comments / suggestions for consideration in making editorial changes or other changes based upon our review of the financial report, general ledger reports or other CAFR inconsistencies.
- We will audit the statement of cash receipts, disbursements and balances - cash basis of the Fluvanna School Activity Funds.
- We will provide the Board of Supervisors a report on internal controls which contains recommendations to strengthen internal controls if we deem necessary.
- We will meet with the Board or its designees in the winter or spring each year to discuss new accounting standards and other matters.
- In addition to the annual meeting and Board of Supervisors meeting, we will meet with the Director of Finance during field work and at the end of the fieldwork. The purpose of these meetings is to keep all integral parties fully informed on the scope and progress of the audit.
- We will perform certain limited procedures involving the Management's Discussion and Analysis (MD&A) and Required Supplementary Information (RSI) required by GASB as mandated by Generally Accepted Auditing Standards (GAAS) and we will inform the Director of Finance with any comments or recommendations for any improvements as the result of performing these procedures.

The following describes our approach to management of audit field work by major audit task. The audit tasks are presented, where applicable, in chronological order.

Auditor Responsibilities

- The auditor will be responsible for issuing an opinion on each of the entity financial reports previously described. These opinions will be issued, and included in the County's CAFR, on the combined, combining and individual fund and component unit financial statements.

The Firm has significant expertise in assisting Local Governments Achieve & Sustain GFOA Certification



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Auditor Responsibilities: (Continued)

- We anticipate utilizing our standard governmental audit programs when performing our audits. Our programs are updated on an annual basis and are reflective of our numerous governmental audit clients. However, we may use tailor-made audit programs for specific audit areas based upon our review and evaluation of internal accounting controls. Matters which may come to our attention during our preliminary audit field work may also influence our decision to use tailor-made audit programs.
- We may utilize statistical sampling in our audit procedures. The decision to use statistical sampling will be based primarily on our review of internal accounting controls and our anticipated reliance thereon.
- We anticipate using substantive and analytical testing of transactions and account balances for purposes of verification of the entity's financial statements.
- We will assess audit risk for all significant audit areas and will concentrate our audit tests on areas that are deemed to be moderate to high risk areas. The extent of our audit tests will be based on our audit risk assessments.
- Computer specialists will be utilized to the extent deemed necessary based on our review of internal accounting controls as they relate to the County EDP systems.
- We utilize portable personal computers with spreadsheet applications in a significant portion of our audit tasks and analytical review procedures. All of our audit staff has a working knowledge of spreadsheet applications and computerized accounting systems.
- We expect the County staff to assist us in our audit primarily as detailed in the outline of Task Responsibilities. We also will utilize such staff to answer questions related to the County's internal accounting control structure and related matters.

Evaluation of Internal Control/Assessment of Audit Risk

- We will perform risk assessments of material misstatements in the financial statements and perform a detailed evaluation of internal controls. We will review organization charts, accounting manuals, job descriptions, software documentation, and employee interviews, and we will document our findings. Our assessments and evaluations will be organized into accounting cycles or transaction classes. Based upon our assessment of audit risks we will identify what County staff is doing to mitigate financial statement misstatements, if any exist.

Pre-audit Entrance Conference, Progress Reports and Exit Conferences

- At the pre-audit entrance conference we will meet with the Director of Finance and other officials to discuss the scope of the audit and any problem areas identified in previous engagements and corrective action taken by the County. Also, we shall review our audit program, identify tasks and target dates for both our field auditors as well as County staff, and identify the records to be retrieved.



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Pre-audit Entrance Conference, Progress Reports and Exit Conferences: (Continued)

- Progress reports on the audits will be made as required and as the audit progresses. Any additional audit schedules, information and related items will be identified in these reports.
- Exit conferences will be held with the Director of Finance, and with appropriate County and management personnel at the completion of the audits.
- Final drafts of the opinions, financial statements, reports on compliance, management letter comments and related items will be reviewed with appropriate management staff prior to the issuance of the final documents.
- A presentation of the Comprehensive Annual Financial Report will be made to the County Board of Supervisors.

Data Processing Controls

- Our review of data processing controls will consider the security and control exercised over physical security of hardware, security of information and systems viability. Our data processing control questionnaire will consider such controls as:
 - Access to input devices
 - Adequacy of audit trail
 - Segregated duties
 - Control over facilities
 - Physical security
 - Report distribution controls
 - User controls
 - Maintenance of computer services
 - Completeness and accuracy of data entry
 - Maintenance of data integrity
 - Systems development

Design and Conduct Compliance Tests of Internal Controls

- For those strengths in internal control that are to be relied upon in order to limit the scope of further substantive testing, compliance tests are conducted to ensure that the controls identified are performing as described. County staff may be asked to provide assistance in retrieving various documents. Compliance Tests will be conducted as a preliminary audit test before June 30.

Information Technology Services

- Information Technology (IT) systems are a vital contingent of County's operations. These systems support activities, allowing departments to integrate with one another, supporting interoperability between geographically separate functions, increasing efficiency, and providing a host of other value-added benefits. Furthermore, these systems warehouse a tremendous amount of data, much of which is sensitive in nature and vital to the County. For these reasons, it is of essential that the County's IT systems operate in a secure, reliable environment.



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Information Technology Services: (Continued)

- Robinson Farmer Cox's provides a comprehensive IT systems review as part of our audit services. The systems review is all-inclusive, and covers areas which are essential to effective, secure, and fault-tolerant operations. Our personnel will work with County IT staff to cover areas such as:
 - Policy and procedure usage and development;
 - Systems security (from internal, external, physical, and electronic standpoints);
 - Virus and related network risk protection;
 - Data backup and related procedures;
 - Organizational strategic planning; and
 - Contingency and related preparatory activities.
- Following our review, we will provide a set of recommendations for improving the effectiveness of the County's Information Technology operations. RFC is also available to assist County IT staff in implementing these recommendations if necessary.
- In addition to our general systems review, we may utilize comprehensive data analysis services in specific areas, if deemed necessary. To facilitate this analysis, RFC utilizes one of the most highly-regarded data mining software packages available. Our methodology allows us to examine tremendous amounts of data to identify anomalies which may be caused by fraud or other factors. These inconsistencies can be difficult to detect via normal scrutiny, making our data analysis services extremely useful for the County.
- Our services in the systems sector utilize quality, proven methods for increasing the efficiency, security, and fault-tolerance of Information Technology operations. RFC takes pride in making these services a valuable tool for County management.

Substantive Testing of Systems and Transactions

- This method of audit testing will be the primary source of obtaining audit evidence. The scope of such tests shall be determined by the results of compliance tests of internal control. County staff may be asked to assist with retrieval and compilation of such audit evidence. Substantive testing will commence before June 30 and continue through the end of audit field work.

Year-end Cut-off Procedures

- At or about June 30 we may perform cash cut-off procedures, verify inventories, and obtain various independent confirmation letters for mailing.



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Verification and Reconciliation of Account Balances

- This process will include the comparison of independent confirmations received with account balances and other tests of verification. These tests will be performed as part of final audit field work.

Review of Documents

- Official minutes of the County, administrative policies, and inter-jurisdictional contracts shall be read through the last day of audit field work in order to ensure compliance with statutory provisions, legal obligations and County policies, and to identify possible subsequent events that may warrant disclosure in the financial statements.

Obtain Letters of Representation

- We will obtain letters of representation from County officials and legal counsel on such items as: litigation, inventories, liabilities, compliance with The Board of Supervisors actions, and such other representations as deemed necessary during the course of our audit.

Prepare Audit Adjusting Entries

- Should our audit procedures result in journal entries, we shall review them with the County staff during the completion of the field work.

Prepare Management Comments

- At the end of audit field work, all deficiencies, comments and suggestions identified during the performance of the audit shall be discussed with appropriate personnel and summarized in a Management Letter. If deficiencies are identified that may have a material impact on the financial statements, our auditors' opinion shall be modified accordingly.

Irregularities and Illegal Acts

- We will make an immediate written report of all irregular and illegal acts to the following:
 - Board of Supervisors of Fluvanna County
 - School Board of Fluvanna County
 - County Administrator
 - Superintendent of Schools
 - Director of Finance
 - Treasurer



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Reporting on Exit Interview

- We will meet with the Director of Finance and other county personnel and assure that the County is informed of each of the following:
 1. The auditor's responsibility under generally accepted audit standards
 2. Significant accounting policies
 3. Management judgments and accounting estimates
 4. Significant audit adjustments
 5. Other information in documents containing audited financial statements
 6. Disagreements with management
 7. Management consultation with other accountants
 8. Major issues discussed with management prior to retention
 9. Difficulties encountered in performing the audit

Render an Opinion on the Financial Statements

- The auditors' reports on financial statements shall be prepared in time to allow final report delivery by November 30th. A presentation to the Board of Supervisors will be made at a mutually convenient date in December.

Audit Tasks

- A summary of major audit tasks is as follows:
 - I. Pre-audit entrance conference with Director of Finance and appropriate officials;
 - II. Evaluation of internal control;
 - III. Testing of systems and transactions;
 - IV. Verification and reconciliation of account balances;
 - V. Review of documents (i.e., minutes, contracts, policies, etc.);
 - VI. Obtain letters of representation from County officials on such items as:
 - Litigation,
 - Inventories,
 - Liabilities, and
 - Compliance with state law, actions of The Board of Supervisors/School Board, and intergovernmental grant conditions, etc.;
 - VII. Prepare reports and render an opinion on the financial statements;
 - VIII. Post-audit exit conference with the Director of Finance and other staff as appropriate.



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Preliminary Audit Tasks

- Our firm anticipates beginning preliminary audit procedures commencing as soon as possible in an effort to identify early audit problem areas, to monitor the closing process and to achieve an early report delivery date. We anticipate that the major audit tasks to be performed on a preliminary basis would be as follows:
 - ❑ Review internal control;
 - ❑ Review and evaluation of internal audit workpapers and reports;
 - ❑ Procedural tests of transactions;
 - ❑ Test bank reconciliations; and
 - ❑ Confirm accounts receivable; and
 - ❑ Observation of inventories/fixed assets
- Analytical procedures and our audit risk assessments will be used in the planning phase of the audit in determining the nature, timing and extent of audit procedures that we will use to obtain audit evidence in support of specific account balances or types of transactions. Those analytical procedures are neither designed nor intended to preclude appropriate substantive tests. Further, analytical procedures will be used in the overall review of the audited financial statements.
- Analytical procedures will consist of ratios, variance and trend analysis based on demographic statistics where appropriate.

Audit Workpapers

- Audit workpapers will be made available to the County and related entities, and applicable regulatory and/or authorized agencies, if required, for (5) years. The County may request in writing an extension of this period.

Audit Approach for School Activity Funds

- Review of Policies and Procedures - RFC will review current accounting, purchasing and other policies related to the school activity funds to gain an understanding of the controls and requirements set forth in such policies.
- Evaluation of Internal Control and Assessment of Audit Risk - During this phase of the audit, we will perform several "walk-throughs" on major financial transaction classes. In performing a "walk-through", our auditors follow a transaction from origination through the school processes, until it is reflected in the School's financial records, using the same documents and information technology that school personnel use. The primary purpose of a "walk-through" is to identify key internal controls, control systems, and responsible parties and to determine if the controls are working effectively.
- Identification of Fraud Risk - We will conduct inquiries of management and of other employees regarding their knowledge or any actual fraud or suspicions of fraud as well as any allegations of fraud affecting Fluvanna Public Schools. We will inquire about the School's understanding of the risk of fraud within the organization including any specific fraud risks the School has identified as well as account balances or transaction classes that may be susceptible to fraud. We will inquire about the controls the School has implemented to identify fraud risks and to detect fraud and how those programs and controls are monitored.



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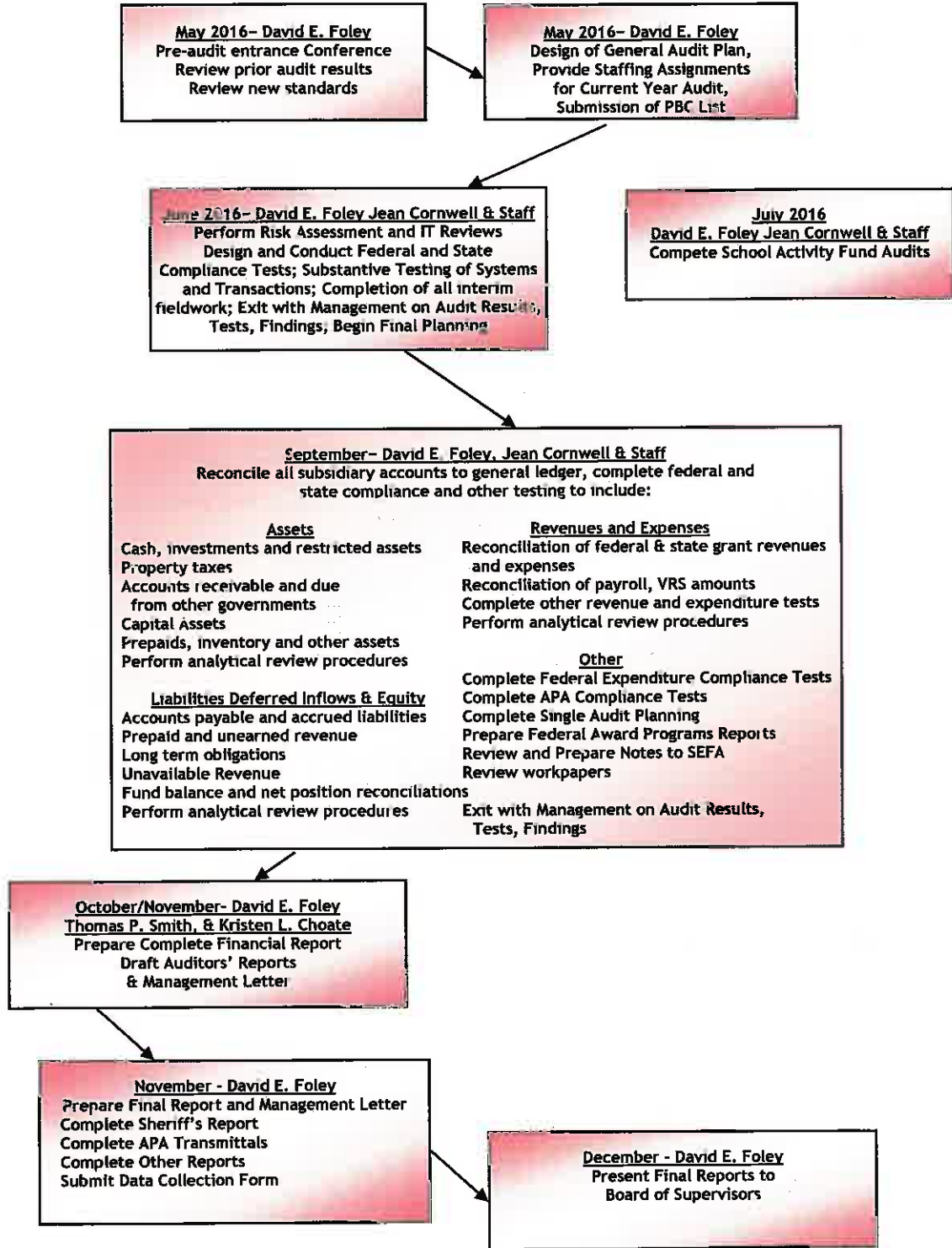
- Control Testing - Upon completion of the procedures above, we will identify key controls and control systems that are necessary to provide accurate financial data and deter or prevent material fraud within the school. These controls will be tested using random, systematic, or haphazard sampling techniques.
- Audit of Bank and Investment Accounts - We will verify all checking account reconciliations, certificates of deposit, and money market accounts at June 30.
- Audit of Cash Receipts - We will use sampling techniques to audit cash receipts for timelines of deposits, proper account posting and adequate supporting documentation in accordance with Fluvanna Public Schools policies.
- Audit of Cash Disbursements - A random sample of cash disbursements will be audited for compliance with Fluvanna Public Schools policies. Attributes tested will include compliance with purchasing policies, proper approval, adequate supporting documentation, correct account posting and authorized signatures on checks. Additionally, we will audit all cash disbursements over materiality for each school to verify compliance with Fluvanna Public Schools policies. We will verify the same attributes notated above for our random sample of disbursements. Material non-compliance will be notated in the management letter or internal control/compliance opinion.
- Analytical Procedures - Analytical procedures will be utilized comparing current year receipts and disbursements with prior year activity. All material variances will be investigated.
- Fundraising Activities - Fundraiser profit margins will be reviewed to determine reasonableness. All unusual variances will be investigated.
- Review of Authorized Personnel Disbursements - Documentation for all checks written to principals and bookkeepers will be reviewed for reasonableness.
- Review of Gate and Pool Receipts - For high schools, athletic gate and pool receipts will be audited on a test basis to determine adequacy of the school's accountability for tickets sold/admission and its compliance with Fluvanna Public Schools policies. We consider athletic and pool receipts to be a very high risk area for high school activity fund audits.
- Review of Credit Card/Purchasing Card Transactions - A sample of credit card/purchasing transactions will be tested for Compliance with the policies of Fluvanna County Public Schools that apply to credit/purchasing card procedures.
- Exit Conferences -Exit conferences will be held with each school's principal/bookkeeper.



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PROPOSED PROJECT SCHEDULE



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SUMMARY OF PROPOSER'S QUALIFICATIONS

The following is a list of key personnel and their assignments of this audit engagement. All members of this audit team have extensive and varied experience in governmental auditing.

Member-in-Charge/Audit Manager - David E. Foley, C.P.A., will have the overall responsibility for the coordination and staffing of the audit and responsible for day-to-day field work to be performed during the audit.

Technical Standards Consultant - Thomas P. Smith, C.P.A., will be responsible for consultation on technical matters in performance of audit fieldwork.

Quality Control Member - Kristen L. Choate, C.P.A., will be responsible for reviewing the working papers and resulting financial reports to assure compliance with firm quality control standards.

Senior Accountant - Jean F. Cornwell, will perform tasks as assigned by the audit manager.

Technology Consultant - Billy Gardner, C.I.S.A., C.E.H., will review information systems operations and controls.

Clerical/Administrative Aide - Tammy M. Dyer, will be responsible for the control of all audit files and documents flowing through the firm's office, typing reports, and communications with the audit staff.

Other staff assignments will occur at the discretion of the member-in-charge as they relate to the technical areas of the audit engagement. Our main office is headquartered in Charlottesville, Virginia. Our Charlottesville office employs five members, three directors, fourteen professional accountants and ten support personnel. Services will be performed primarily from our office in Charlottesville, Virginia. The Firm administration carefully monitors the professional staffing resources of the Firm to assure a balanced staffing complement.

Auditor Rotation

The County will be notified in a timely manner of proposed changes in key staff members. Key staff members will only be changed with the consent of the County.

If requested during the term of the engagement the County has the option to rotate to another audit team within RFC.

Following are the individual resumes of the Firm's staff that will be directly responsible for this engagement.

An
Experienced
team,
ready to
meet
your needs.



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Resume

David E. Foley, CPA

Professional Experience

Is a Member of Robinson, Farmer Cox Associates, P.L.L.C. in the Firm's Charlottesville office. Participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Managed and participated in numerous audits of voluntary health and welfare organizations and other not-for-profit organizations.

Professional Associations

- Member, American Institute of Certified Public Accountants
- Member, Virginia Society of Certified Public Accountants

Education

- Virginia Polytechnic Institute and State University, Bachelor of Accounting

Professional Registration

- Commonwealth of Virginia, Certified Public Accountant

Professional Positions

- 2011-Present - Member, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants
- 2008 to 2010 - Director, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants
- 2001 to 2008 - Associate, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants



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Resume

Thomas P. Smith, CPA

Professional Experience

Is a Director of Robinson, Farmer, Cox Associates, P.L.L.C. in the Firm's Charlottesville office. Participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Managed and participated in numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Developed and installed central accounting and purchasing systems for Virginia localities.

Professional Associations

- Member, American Institute of Certified Public Accountants
- Member, Virginia Society of Certified Public Accountants
- Past Member of the Virginia Society of Certified Public Accountants Governmental Auditing Committee
- Member, Auditor of Public Accounts' GASB 34 Local Government Focus Group

Education

- College of William & Mary, Bachelor of Business Administration
- Virginia Commonwealth University, M.S. Business Administration

Professional Registration

- Commonwealth of Virginia, Certified Public Accountant

Professional Achievement

- American Institute of Certified Public Accountants, Certificate of Educational Achievement in Governmental Accounting and Auditing.
- Virginia Business November 2001 Super CPA

Professional Positions

- 2008 to Present - Director, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants
- 1998 to 2008 - Member, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants
- 1983 to 1998 - Principal, Robinson, Farmer, Cox Associates P.C., Certified Public Accountants
- 1980 to 1983 - Associate, Robinson, Farmer, Cox Associates P.C., Certified Public Accountants
- 1977 to 1980 - Associate, Daniel A. Robinson & Associates Certified Public Accountants



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Resume

Kristen L. Choate, CPA

Professional Experience

Is a Member of Robinson, Farmer, Cox Associates, P.L.L.C. in the Firm's Charlottesville office. Participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Managed and participated in numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Kristen directs quality control for the Firm's six offices.

Professional Activities

- Member, Special Review Committee, Government Finance Officers Association

Professional Associations

- Member, American Institute of Certified Public Accountants
- Member, Virginia Society of Certified Public Accountants
- Member, Government Finance Officers Association
- Member, Virginia Government Finance Officers Association
- Member, Association of Certified Fraud Examiners

Education

- Radford University, Bachelor of Business Administration

Professional Registration

- Commonwealth of Virginia, Certified Public Accountant

Professional Achievement

- Virginia Business November 2010 Super CPA

Professional Positions

- 2015 to Present - Member, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants
- 2007 to 2015 - Director, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants
- 2000 to 2007 - Associate, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants



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Resume

Jean F. Cornwell, CPA

Professional Experience

Assisted in audits of counties, towns, school divisions, regional libraries, volunteer fire and rescue squads, school activity funds, as well as special audits of various federal grant projects.

Professional Associations

- Member, American Institute of Certified Public Accountants
- Member, Virginia Society of Certified Public Accountants

Education

- Virginia Polytechnic Institute and State University, Bachelor of Accounting
- Virginia Polytechnic Institute and State University, Master of Accountancy

Professional Registration

- Commonwealth of Virginia, Certified Public Accountant

Professional Positions

2006 to Present - Associate, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants



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CONTINUING PROFESSIONAL EDUCATION

Robinson, Farmer, Cox Associates requires a minimum of forty (40) hours of continuing professional education of all certified public accountants on staff. Further, the firm provides semi-annual in house staff seminars which review current accounting, auditing and reporting topics inclusive of current legislative matters.

The Firm's policy meets and exceeds the continuing professional education requirements established by the Virginia Society of Certified Public Accountants.

Below is a page from Robinson, Farmer, Cox Associates In-House CPE Agenda 2015.

**ROBINSON, FARMER, COX ASSOCIATES
 2015 ANNUAL GOVERNMENTAL ACCOUNTING AND AUDITING UPDATE
 MAY 15, 2015**

TOPIC	SPEAKER	MINUTES	TIME
I. Opening Remarks	Andrew Grossnickle	10	8:30-8:40
II. General Auditing Updates A. In-House Items B. APA 2014 Review Results	Kristen Choate Gordon Jones	40	8:40-9:20
III. Recent GASB Statements: No 68 Accounting and Financial Reporting for Pensions - an Amendment of GASB Statement No. 27 No 69 Government Combinations and Disposals of Government Operations No 70 Accounting and Financial Reporting for Nonexchange Financial Guarantees No 71 Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB Statement No. 68 No 72 Fair Value Measurement and Application	Tom Smith	30	9:20-9:50
IV. GAQC Updates AICPA Standards GAO and Single Audits For-Profit Audits Including HUD State and Local Govt Matters (GASB, etc.) NFP (FASB, etc.) Common deficiencies, best practices, etc.	Group Study	120	10:00-12:00
V. Taxable Fringe Benefits and IRS Compliance	Gordie Fears	45	12:30-1:15
VI. Fraud Cases and Ethical Issues	Corbin Stone	25	1:15-1:40
VII. G400 AICPA Meeting Update	Anne Wall Deanna Cox	30	1:40-2:10
VIII. <u>Uniform Guidance for Federal Awards - Auditor Planning Considerations for the New Single Audit Rules</u>	Group Study	125	2:20-4:25
	Total minutes	<u>425</u>	
	Total hours	<u>8.5</u>	



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CONTINUING PROFESSIONAL EDUCATION (CONTINUED)

Employee Name	Date of CPE	Sponsor	Class	Hours
David Foley	1/28/2015	RFCA	IRS Capitalization Regs, Elections & Changes in Acct	2.40
	5/8/2015	RFCA	Govt A&A Update - Session 1	8.00
	5/15/2015	RFCA	Govt A&A Update - Session 2	8.50
	6/19/2015	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.00
	12/30/2015	BISK	Governmental Acct Report - QAS January 2015	3.00
	12/30/2015	BISK	Nonprofit Report - QAS January 2015	3.00
	12/31/2015	BISK	Governmental Acct Report - QAS April 2015	3.00
	12/31/2015	BISK	NonProfit Report - QAS April 2015	3.00
	12/31/2015	BISK	Governmental Acct Report - QAS July 2015	3.00
	12/31/2015	BISK	NonProfit Report - QAS July 2015	3.00
	12/31/2015	BISK	Governmental Acct Report - QAS October 2015	3.00
	12/31/2015	BISK	NonProfit Report - QAS October 2015	3.00
	Total			
Thomas P. Smith	1/19/2015	RFCA	RFC - Tax Update	8.00
	1/28/2015	RFCA	IRS Capitalization Regs, Elections & Changes in Acct	2.40
	5/1/2015	VGFOA	VGFOA Central VA Region Training	6.50
	5/8/2015	RFCA	Govt A&A Update - Session 1	8.00
	5/15/2015	RFCA	Govt A&A Update - Session 2	9.70
	5/20 - 5/22/2015	VGFOA	VGFOA 2015 Spring Conference	11.50
	6/2/2015	RFCA	Tax Complexities in the Sale of Partnership & LLC Int.	2.50
	6/16/2015	AICPA	Common Pitfalls in Reporting & Disclosure of EBP Invest.	2.00
	6/19/2015	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.00
	6/23/2015	AICPA	Common Pitfalls in Auditing EBP Investments	2.00
	11/30/2015	VSCPA	Don Farmer's 2015 Federal Tax Update	8.00
Total				62.60
Kristen L. Choate	1/21/2015	AICPA	EBPAQC Designated Partner 2015 Audit Planning	2.00
	1/28/2015	AICPA	Understanding the SSARS 21 Clarification and Revision	2.00
	1/28/2015	RFCA	IRS Capitalization Regs, Elections & Changes in Acct	2.40
	2/5/2015	AICPA	Uniform Guidance for Federal Awards	2.00
	4/28/2015	AICPA	GAQC 2015 Annual Update Webcast	2.00
	5/1/2015	VGFOA	VGFOA Central VA Region Training	6.50
	5/8/2015	RFCA	Govt A&A Update - Session 1	10.40
	5/15/2015	RFCA	Govt A&A Update - Session 2	6.50
	5/20 - 5/22/2015	VGFOA	VGFOA 2015 Spring Conference	8.00
	6/19/2015	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.00
	Total			
Jean Cornwell	1/19/2015	RFCA	RFC - Tax Update	8.00
	1/28/2015	RFCA	IRS Capitalization Regs, Elections & Changes in Acct	2.40
	5/8/2015	RFCA	Govt A&A Update - Session 1	6.00
	6/2/2015	RFCA	Tax Complexities in the Sale of Partnership & LLC Int.	2.50
	11/30/2015	VSCPA	Don Farmer's 2015 Federal Tax Update	8.00
	12/23/2015	BISK	NonProfit Report -QAS July 2015	3.00
	12/23/2015	BISK	NonProfit Report -QAS October 2015	3.00
	12/28/2015	BISK	Internal Control and Fraud in Govt. & NP Entities	12.00
	12/28/2015	BISK	Governmental Acct Report - QAS January 2015	3.00
	12/28/2015	BISK	NonProfit Report - QAS January 2015	3.00
	12/28/2015	BISK	Governmental Acct Report - QAS April 2015	3.00
	12/28/2015	BISK	NonProfit Report - QAS April 2015	3.00
	12/28/2015	BISK	Governmental Acct Report - QAS July 2015	3.00
	12/28/2015	BISK	Governmental Acct Report - QAS October 2015	3.00
	12/31/2015	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.00
Total				64.90



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PROFESSIONAL REFERENCES

In addition to presently being engaged as auditors to 60 Virginia counties (including School Boards), the firm is engaged as auditors for numerous towns, cities, public service authorities, industrial development authorities, and various regional agencies and nonprofit entities in Virginia.

We have listed below 4 current Virginia governmental audit clients that are similar to the County of Fluvanna. Four of these clients listed have been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association for several years. The County is encouraged to contact any references listed below for a letter or verbal recommendation of reference. David E. Foley serves as the Member-in-Charge and/or Audit Manager on each of these engagements.

County of Culpeper, Virginia

Ms. Valerie Lamb, Finance Director
302 North Main Street
Culpeper, VA 22701
Telephone: (540) 727-3427
Email: vlamb@culpepercounty.gov

County of Albemarle, Virginia

Ms. Betty J. Burrell, Director of Finance
401 McIntire Road
Charlottesville, VA 22901
Telephone: (434) 296-5855
Email: bburrell@albemarle.org

County of Frederick, Virginia

Ms. Cheryl Shiffler, Finance Director
107 N. Kent Street
Winchester, Virginia 22601
Telephone: (540) 665-5610
Email: cshiffle@co.frederick.va.us

County of Accomack, Virginia

Mr. Mike Mason, Finance Director
23296 Courthouse Ave. Suite 204
Accomac, Virginia 23301
Telephone: (757) 787-5714
Email: mmason@co.accomack.va.us

County of Nelson, Virginia

Mr. Stephen Carter, County Administrator
84 Courthouse Square
Lovingston, Virginia 22949
Telephone: (434) 263-7000
Email: scarter@nelsoncounty.org



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QUALITY CONTROL SYSTEM

RFC is devoted to the quality of the audit working papers, reports and all other documents produced by the Firm. The Firm has established and fully implemented a dedicated quality control department. The department is responsible for ensuring that all quality control policies and procedures are properly performed on every engagement. All reports, working papers and other related documents are reviewed by the independent quality control department prior to the release of the final documents to the client, state and federal agencies. Moreover, the Firm has implemented software to accurately track the status of all engagements throughout the quality control system to ensure reports and documents are released in a timely manner.

FIRM PARTICIPATION IN PEER REVIEW PROGRAM

Robinson, Farmer, Cox Associates is enrolled in the AICPA Peer Review Program. The Firm's most recent quality control review of its accounting and auditing practice was conducted in December 2013. An unmodified opinion, dated December 11, 2013, was issued on the Firm's accounting and auditing practice. This particular review consisted of 43 engagements and included 19 governmental audits performed by the Firm. Further, the Firm annually conducts an Internal Review of its Accounting and Auditing Practice in accordance with the AICPA Peer Review Program.

The Firm's audit reports and working papers are routinely reviewed by the Auditor of Public Accounts. No significant exceptions to standards are noted. If the Firm's work related to the County's audit is reviewed by the APA as a part of their quality control review program, the Firm will notify the County of any findings by the APA.

LICENSE TO PRACTICE IN VIRGINIA AND STATEMENT OF PROFESSIONAL STATUS

RFC hereby affirms that it is licensed and chartered as a professional limited liability company under the *Code of Virginia (1950)*, as amended and that its staff of licensed certified public accountants and other professional personnel conduct business in accordance with statutory requirements and the Code of Ethics of the Virginia Society of Certified Public Accountants. RFC further represents that it is independent with respect to the County of Fluvanna, Virginia as defined in the Ethical Rules of the American Institute of Certified Public Accountants.

The Firm has not been the object of/or subject to any disciplinary action during the past three (3) years.

The Company is managed by its Board of Directors elected by the members. An Executive Committee aids the Directors in their administration of company affairs.

Our
accounting
and auditing
services
undergo
regular peer
reviews and
quality
control
evaluations.

RFC is
licensed
and
chartered in
Virginia.



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Tetrick & Bartlett, PLLC
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1517 Mary Lou Retton Drive • Fairmont, WV 26554 • (304) 366-2992 • Fax: (304) 366-2370

SYSTEM REVIEW REPORT

To the Members of Robinson, Farmer, Cox Associates
and the Peer Review Committee of the
Virginia Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates (the firm) in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Robinson, Farmer, Cox Associates has received a peer review rating of *pass*.

Tetrick & Bartlett, PLLC

December 11, 2013



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APPENDIX

Offeror Price Proposal Submittal Form

Vendor Data Sheet

Proof of Authority to Transact Business in Virginia

Certificate of No Collusion

Offeror Statement

Addendum Acknowledgement



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OFFEROR PRICE PROPOSAL SUBMITTAL FORM

All prices must be typed or written in ink.

A total cost must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal. All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the Offeror's entries in the proposal must be initialed by an authorized representative of the Fabricator. Photo-copied corrections will not be considered.

The undersigned agrees to perform the Scope of Work outlined in this Request for Proposal Bid Documents for the firm-fixed price of:

If Bidder or Offeror is an Entity:

Robinson, Farmer, Cox Associates
Legal Name of Entity

By:  (SEAL)
Signature of Authorized Representative

Print Name: David E. Foley

Print Title: Member

Date: 4/11/2016

If Bidder or Offeror is an Individual (sole proprietor):

Signature (SEAL)

Print Name: _____

Date: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION - [REQUIRED]

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: David E. Foley Phone: 434-973-8314

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: 63 Years _____ Months

4. Vendor Information:

FIN or FEI Number: 54-1896113 If Company, Corporation, or Partnership
SSN: _____ (If Vendor is a sole proprietor)

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company: <u>County of Culpeper, Virginia</u>	Contact: <u>Valerie Lamb</u>
Phone: <u>540-727-3427</u>	Email: <u>vlamb@culpepercounty.gov</u>
Dates of Service: <u>Auditor for over 20 years</u>	\$\$ Value: <u>\$48,500</u>

Company: <u>County of Frederick</u>	Contact: <u>Cheryl Shiffler</u>
Phone: <u>540-665-5610</u>	Email: <u>cshiffle@co.frederick.va.us</u>
Dates of Service: <u>2003-present</u>	\$\$ Value: <u>\$63,500</u>

Company: <u>County of Albemarle</u>	Contact: <u>Betty Burrell</u>
Phone: <u>434-296-5855</u>	Email: <u>bburrell@albemarle.org</u>
Dates of Service: <u>Auditor for over 20 years</u>	\$\$ Value: <u>\$164,000</u>

Company: <u>County of Nelson</u>	Contact: <u>Stephen Carter</u>
Phone: <u>434-263-7000</u>	Email: <u>SCarter@nelsoncounty.org</u>
Dates of Service: <u>Auditor for over 20 years</u>	\$\$ Value: <u>\$48,000</u>

By my signature below, I, as a duly authorized representative of the entity named below, certify the accuracy of the foregoing information:

Robinson, Farmer, Cox Associates
Legal Name of Entity if Applicable

Date: April 11, 2016

By:  (SEAL)
Signature of Authorized Representative

Print Name: David E. Foley

Print Title: Member

Vendor Certification (for a Sole Proprietor):

Signature (SEAL)

Print Name: _____ Date: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is S028346.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9): Robinson, Farmer, Cox Associates

Legal Name of Offeror/Bidder: Robinson, Farmer, Cox Associates

Date: April 11, 2016

Authorized Signature:  _____

Print or Type Name and Title: Member

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION -- [REQUIRED]

CERTIFICATE OF NO COLLUSION:

The undersigned, acting on behalf of Robinson, Farmer, Cox Associates, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this 11 day of April, 2016.

Robinson, Farmer, Cox Associates
Legal Name of Entity

By: [Signature] (SEAL)
Signature of Authorized Representative

Print Name: Davide E. Foley

Print Title: Member

Date: April 11, 2016

ACKNOWLEDGEMENT

State of Virginia
In the County/City of Albemarle, to-wit:

The foregoing Certification of No Collusion was subscriber and sworn to before me by David E. Foley (Print Name), Member (Print Title) on behalf of Robinson, Farmer, Cox Assoc (Print Name of Entity) on this 11 day of April (month), 2016 (year).

JENNIFER N LYSTER
NOTARY PUBLIC
REG. #291045
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 28, 2017

[Signature]
Notary Public

My commission expires: 02/28/2017

Registration Number: 291045

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION -- [REQUIRED]

OFFEROR STATEMENT

The undersigned Offeror hereby certifies that the Offeror has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Request for Proposal and hereby submits this Proposal pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Offeror is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Robinson, Farmer, Cox Associates
By: [Signature] (SEAL)
Signature
Print Name: David E. Foley
Print Title: Member

STATE OF Virginia
COUNTY/CITY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 11th day of April (month), 2016 (year) by David E Foley (Print Name), Member (Print Title) on behalf of Robinson, Farmer, Cox Assoc. (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: 02/28/2017
Notary registration number: 291045

JENNIFER N LYSTER
NOTARY PUBLIC
REG. #291045
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 28, 2017

Complete if Offeror is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]



COUNTY OF FLUVANNA, VIRGINIA

RFP #2016-04

ADDENDUM #1

3/30/2016

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: RFP #2016-04
Title of Invitation for Bids: Financial Auditing Services
Issue Date: March 24, 2016
Bid Due Date and Time: April 8, 2016 2pm

The above RFP #2016-04 is hereby amended and modified as follows:

1. Page 1, Due Date & Time shall be changed to "April 11, 2016 @ 2:00 p.m. local prevailing time"; the First sentence on page one shall be changed to read "All proposals shall be turned in no later than 2:00 P.M. EST April 11, 2016."; Article 1.6 section E will be changed to read "...shall be submitted to the County by 2:00 p.m. on Friday, April 11, 2016."
2. The following are clarifications that amend and supplement Article 1.2, Scope of Services, of the RFP:
 - a. Section B-1 will be changed to read:

*..... The "**AUDITOR**" 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..*
3. The following are clarifications that amend and supplement Article 1.3, Preparation and Presentation, of the RFP:
 - a. Section D-1 to read:

*The "**AUDITOR**" 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.*
4. The following are clarifications that amend and supplement the RFP based on Questions that have been asked from potential offerors:



- a. What was the general timing of preliminary fieldwork for the FY15 audit?
 - i. The preliminary fieldwork took place 7/6/15-7/10/15.
- b. What was the general timing of the final fieldwork for the FY15 audit?
 - i. The final fieldwork took place 11/2/15-11/6/15.
- c. Were these times convenient for the County?
 - i. At the time yes, but the County has previously had preliminary and final fieldwork at earlier dates.
- d. How many auditors were on-site for preliminary and final? For how long?
 - i. 4 auditors for one week, for both
- e. I noted in review of the letter of transmittal that the School board is transitioning to the Munis (Tyler Tech) software along with the County. What software system is currently in place for the school board?
 - i. Currently, the school board uses RDA for payroll and Munis for Accounts Payable/Financials. They hope to be transitioned to Munis for payroll in FY17, but this is yet to be finalized.
- f. What software system do the schools use for the Activity Funds?
 - i. Manatee
- g. When is the Activity fund audit work typically performed?
 - i. Generally, during the 2nd or 3rd week of July.
- h. Are schools visited on-site for this work? Or are school records boxed and sent to a centralized location?
 - i. They are not on site, records will be sent to a centralized location
- i. Are capital assets tracked within the financial system, a separate software package, or in Excel or other spreadsheet software? Does the auditor provide any assistance with the tracking of capital assets?
 - i. Tracked within Munis and Excel. No, they are tracked by the county.
- j. Are there any other detailed schedules that the auditor provides assistance with?
 - i. The auditor will prepare schedules with assistance from the County.
- k. How many audit adjusting entries were provided by the auditors for FY15? Could we see a copy of those entries?
 - i. 6, Please see Exhibit 1-3 attached.
- l. In review of the letter of transmittal, we noted several ongoing projects with various completion dates, including Fork Union Streetscape work, E-911 communication system upgrades, renovation of the middle school, Zion Crossroads water and sewer system, and JRWA system work. Are there any new ongoing projects started in FY16 that could impact audit work?
 - i. Not at this time.




- m. Has the County (or does the County plan) to issue new debt in FY16?
 - i. The only new long-term obligation is the E911 Communication System capital lease.
- n. What were the total audit fees for FY15 (including all audit work, school activity funds, sheriff work, transmittal work, data collection form, etc.)?
 - i. \$52,900, including Cost Allocation Plan.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Robinson, Farmer, Cox Associates Name of Firm

BY:  David E. Foley

Signature of duly authorized representative

Title: Member

Date: April 11, 2016

County of Fluvanna Virginia

Nonbinding Cost Estimate

Fiscal Years Ending June 30, 2016 -2020

Fees for completing the Audit and Related Services for the County of Fluvanna, Virginia are as follows:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>
	<u>Dollars</u>	<u>Dollars</u>	<u>Dollars</u>	<u>Dollars</u>	<u>Dollars</u>
County Audit					
Partner/Manager	\$ 16,500	\$ 16,995	\$ 16,995	\$ 17,505	\$ 17,505
Quality Control Partner	3,125	3,219	3,219	3,316	3,316
Quality Control Director	3,750	3,863	3,863	3,979	3,979
Senior	8,100	8,343	8,343	8,593	8,593
Staff	<u>11,250</u>	<u>11,588</u>	<u>11,588</u>	<u>11,937</u>	<u>11,937</u>
Total	\$ 42,725	\$ 44,008	\$ 44,008	\$ 45,330	\$ 45,330
Discretionary adjustment	\$ <u>(1,575)</u>	\$ <u>(1,618)</u>	\$ <u>(1,618)</u>	\$ <u>(1,670)</u>	\$ <u>(1,670)</u>
Total fee	\$ <u>41,150</u>	\$ <u>42,390</u>	\$ <u>42,390</u>	\$ <u>43,660</u>	\$ <u>43,660</u>
School Activity Funds	\$ <u>8,250</u>	\$ <u>8,500</u>	\$ <u>8,500</u>	\$ <u>8,750</u>	\$ <u>8,750</u>
Cost Allocation Plan	\$ <u>3,500</u>	\$ <u>3,610</u>	\$ <u>3,610</u>	\$ <u>3,720</u>	\$ <u>3,720</u>

Submitted By:

Robinson, Farmer, Cox Associates



David E. Foley, CPA, Member

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Approval of the Surety for Taylor Ridge Estates Streets for VDOT Acceptance				
MOTION(s):	I move that the Board of Supervisors approve the resolution for a surety amount of \$50,000 to expire on June 1, 2017, in order for Taylor Ridge Estates subdivision’s remaining unaccepted streets to be taken into the state roadway system.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Jason Stewart, Planning & Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning & Zoning Administrator				
RECOMMENDATION:	Approval				
TIMING:	The residents of Taylor Ridge Estates Subdivision strongly desire to have their streets taken into the state road system for routine maintenance and snow removal.				
DISCUSSION:	The Virginia Department of Transportation, Fluvanna County, and subdivision residents have worked together for several years to resolve all items on VDOT’s punch list and the subdivision streets (Chapel Court, Cunningham Court, Taylor Ridge Way, Plum Court, and Acorn Court) are ready to be taken into the state road system. The final two steps are for the Fluvanna County Board of Supervisors to pass a resolution ensuring the correction of faults in road workmanship or materials for the first year after the roads are taken into the state system, and the County needs to formally petition the Virginia Department of Transportation to begin the process for the roads to be taken into the Secondary System of Highways. The absence of a bond that was fully released several years ago has meant the residents have borne the entire costs of bringing the streets into compliance and they are financially unable to commit to posting the surety amount of \$50,000 required by VDOT.				
FISCAL IMPACT:	There are no other options to facilitate this process that are as cost effective or timely. The residents of the subdivision are anxious for a final remedy to this situation that has continued for approximately nine years.				
POLICY IMPACT:	At this time there are only three built out subdivisions without a bond or letter of credit remaining on file. Cunningham Meadows is expected to be brought into the system soon as is the subject subdivision of this requested Board action. Though the future policy impact is negligible, staff is looking at amending all ordinances and policies to better prevent this situation in the future				
LEGISLATIVE HISTORY:	A similar situation in Steger Creek Subdivision was remedied by a similar action by the Board of Supervisors in 2011.				
ENCLOSURES:	Surety Addendum from VDOT, VDOT Report of Changes in the Secondary System				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

	x				
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BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

RESOLUTION No. 17-2016

**A RESOLUTION FOR A SURETY AMOUNT FOR
TAYLOR RIDGE ESTATES SUBDIVISION IN FLUVANNA, VIRGINIA**

WHEREAS, the Virginia Department of Transportation (VDOT) generated a punch list of items to be corrected in order to properly meet state specifications; and

WHEREAS, VDOT, Fluvanna County, and subdivision residents have worked together to resolve all items on the punch list and the subdivision streets are ready to be taken into the state road system; and

WHEREAS, the Fluvanna County Board of Supervisors will petition the Virginia Department of Transportation to begin the process for the road to be taken into the Secondary System of Highways in Fluvanna County, Virginia; and

WHEREAS, the Virginia Department of Transportation is requiring the County to agree to reimburse all costs incurred by the Virginia Department of Transportation to correct faults in workmanship or materials or both during the first year.

NOW, THEREFORE BE IT RESOLVED, by the Fluvanna County Board of Supervisors on June 1st, 2016 that this Board hereby agrees to reimburse all costs incurred by VDOT to correct faults in workmanship, or materials, or both for the roads listed in the attached inventory of streets proposed for acceptance for maintenance as part of the VDOT maintained secondary system of state highways, up to but not more than \$50,000 until June 1, 2017.

BE IT YET FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Residency Administrator for the Virginia Department of Transportation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the ____ day of _____, ____, on a motion by _____, seconded by _____, and by the following vote:

AYES: Sheridan Booker, Eager, O'Brien, Weaver NAYS: None

ABSENT: None

A Copy, teste:

John M. Sheridan, Chair
Board of Supervisors

SURETY ADDENDUM

Surety and Fees Data for the Street Inventory Listed Below			
Surety Expiration	Amount of Surety	Inspection Fee	Admin Cost Recovery Fee
7/31/2017	\$50,000.00	\$3,750.00	\$3,000.00
Total Lane Miles for Fees		<u>2.42</u>	1/10 mile Factor
			<u>25</u>

The dollar amounts shown in the table titled "Fees and Surety for the Street Additions Listed Below" were calculated in accordance with §24 VAC 30-91-140 of VDOT's Subdivision Street Requirements (SSRs). The amounts are based on the following described inspection approach and the listed inventory of streets proposed for acceptance in the captioned subdivision. The fee amounts reported here govern over those in Appendix 1 of the Subdivision Street Requirements, which is illustrative and presumes standard VDOT inspection. The Surety Expiration date, if shown, is (a) the earliest surety expiration date acceptable to VDOT, (b) based on the date of the Local Government's resolution requesting VDOT to accept the streets, and (c) may include a processing period for VDOT's final acceptance.

Surety and the Administrative Cost Recovery Fee is based on the following:
 Standard VDOT inspection procedures were used. Costs associated with intermittent VDOT inspections are recovered under the standard fee structure for the Administrative Cost Recovery Fee.

Inventory of Streets Proposed for VDOT Acceptance

Project or Subdivision:	Taylor Ridge Estates
Locality and Anticipated Resolution Date:	County of Fluvanna June 01, 2016

Route Number	Street Name	Termini Description and Length	Lanes:	Median Type:	Fee Lanes	Lane Miles
1074	Taylor Ridge Way	From: Rte 53 Thomas Jefferson Parkway To: south to Acorn Court, Length (mi): 0.11	2	1	2	0.22
1074	Taylor Ridge Way	From: Acorn Court To: south to Berry Court, Length (mi): 0.23	2	1	2	0.46
1074	Taylor Ridge Way	From: Berry Court To: south to Plum Court, Length (mi): 0.13	2	1	2	0.26
1074	Taylor Ridge Way	From: Plum Court To: south to Cunningham Court, Length (mi): 0.13	2	1	2	0.26
1074	Taylor Ridge Way	From: Cunningham Court To: south to Chapel Court, Length (mi): 0.12	2	1	2	0.24
1075	Acorn Court	From: Taylor Ridge Way To: west to end of cul de sac, Length (mi): 0.16	2	1	2	0.32
1076	Plum Court	From: Taylor Ridge Way To: west to end of cul de sac, Length (mi): 0.09	2	1	2	0.18
1077	Cunningham Court	From: Taylor Ridge Way To: west to end of cul de sac, Length (mi): 0.07	2	1	2	0.14
1078	Chapel Court	From: Taylor Ridge Way To: west to end of cul de sac, Length (mi): 0.02	2	1	2	0.04

1078 Chapel Court

From: Taylor Ridge Way To: east to end of cul de sac,
Length (mi): 0.15

2

1

2

0.30

Certification of Institution Issuing Surety

This 'Surety Addendum' is hereby incorporated as part of our Surety Instrument _____, Issued _____.

Name of Institution issuing surety

Signature of Authorized Institution Officer and Date

AMD Rev. 12-01-2007

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	E911 Radio System Project Contract Amendment – Motorola Solutions, Inc.				
MOTION(s):	<p>I move the Board of Supervisors approve the “First Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System” with Motorola Solutions, Inc., in the amount of \$1,008,971, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p>				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	Approval of Motorola Solutions, Inc. Contract Amendment				
TIMING:	Immediate, to stay on schedule.				
DISCUSSION:	<p>At the January 6th BOS meeting, the Board requested the Radio Project Team to research additional options for public safety towers. The team explored several scenarios to improve coverage and to construct additional county-owned towers, all geared to give us better public safety coverage and increase potential ongoing revenue (or be revenue neutral). Using coverage to determine location and height of potential new towers, the team recommends the County build two new towers (250’ at the Landfill and 300’ in the Lake area), bringing all seven towers in the new system into the county, eliminating the need for co-leasing on Carter’s Mountain and Cohasset sites.</p> <p>To procure the construction of these two new towers, we can utilize two methods:</p> <ul style="list-style-type: none"> • Amendment to the Motorola contract (RECOMMENDED) • Issue an Invitation for Bid (IFB). <p>1. Proceeding with an Amendment to the Motorola contract will be more cost effective for overall tower construction and the radio project can stay relatively on the same schedule (with anticipated completion Spring 2017). This change is within the scope of the project because the contract includes the construction of the Sheriff’s Office tower, which is similar to the two new towers. After doing due diligence and getting cost estimates for 300’ towers, \$350-\$375K was the estimate for tower construction only. That did not include costs for an equipment shelter, A&E Site Development and Construction Project Management. It is determined that based upon costs</p>				

	<p>and schedule completion, this is the preferred option by the Project Team because the project can be more easily kept on schedule and the current construction oversight management for the other sites can be utilized for these new sites. This change includes adjusting (2) site locations, constructing (2) new towers, adding construction oversight and plan for adjustment of the performance schedule. Please see Exhibits 1-4 for more details.</p> <p>2. The other alternative procurement is an Invitation for Bid (IFB) for tower construction. The County would additionally be responsible for all site development and management. The County Project Team is not qualified to manage a Class III construction project without Motorola’s (or other consultant’s) assistance. If the Board requires the new towers construction to go out for bid, it will likely extend the project timeframe by at least six-eight months (anticipated late 2017 completion). Additionally, the IFB would require the County to Issue a change order to Black & Veatch to create detailed IFB specs for tower, lighting, foundation and installation and all related architecture & engineering for the tower construction, including site development, SHPO/NEPA, borings, and construction management. This IFB process would likely take at least 60-90 days to procure a contractor and then an additional four-six months for the SHPO/NEPA processes, site development, and tower construction. Additionally for the IFB for tower construction, we would need to procure a site development contractor and construction oversight and coordination management.</p> <p>** There are still additional unknown costs looming: acquisition of Nahor Manor site, additional antennas and equipment; R56 audit repairs; frequency acquisition and licensing; landscaping requirements at tower sites; utility acquisition at all tower sites; unforeseen site ground issues; potential additional engineering costs for sites; potential PM cost for schedule delays; coverage testing; etc.</p>				
FISCAL IMPACT:	<p>The County Administrator has discussed an estimated Fund Balance wedge of \$750,000 during the FY17 budget process for the construction of these towers. Although these funds have not been appropriated, a decision will need to be made by the BOS to cash fund this contract amendment or proceed with a lease. Due to the dollar amount being greater than 1% of the budget, a separate public hearing will have to be held for the budget amendment for these funds at a later date.</p>				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	First Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System with attachments				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX	XX		

COUNTY OF FLUVANNA, VIRGINIA

**FIRST AMENDMENT AND MODIFICATION TO THE COMMUNICATIONS SYSTEM
AGREEMENT**

**FOR THE FLUVANNA PUBLIC SAFETY EMERGENCY COMMUNICATIONS
RADIO SYSTEM**

This First Amendment and Modification (“Amendment”) is made the ____ day of _____, 2016 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**Customer**”), and Motorola Solutions, Inc., a Delaware Corporation authorized to transact business in Virginia (“**Motorola**”), and amends and modifies that Communications System Agreement (together with all exhibits thereto the “Agreement”) between the Customer and Motorola dated June 25, 2015.

WHEREAS, the parties wish to modify and amend the requirements of the Agreement as laid out herein and further wish to formalize their agreement by this Amendment to the Agreement hereby; and

THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **The Agreement:** All capitalized terms used herein shall have the same meaning as defined terms of the Agreement except as modified hereby or if the context requires otherwise.
2. **Exhibits:**
 - Exhibit 1– Change Order Form
 - Exhibit 2 – Statement of Work (SOW) Modifications: Fluvanna County Public Safety Radio Project Site Replacement of Carter’s Mountain Lower Pinnacle Site to Nahor Manor Site and Cohasset Site to Landfill Site
 - Exhibit 3 – Fluvanna County Tower & Antenna Site Information for Site Changes
 - Exhibit 4 – Detail Cost Adjustments for Carter’s Mt. Site to Nahor Manor and Cohasset Site to Landfill
 - Exhibit 5 – Performance Schedule Adjustments

The foregoing exhibits shall be collectively referred to as “Exhibits”. The foregoing Exhibits are incorporated herein in their entirety by reference as material provisions of this Amendment.

3. **Modifications:**
 - a. Exhibit C-1 “Statement of Work” to the Agreement is modified as specifically stated in Exhibit 2 hereto; and other than Sections G.2.8.5 and G.2.8.6.2 replaced

thereby, Exhibit C-1 “Statement of Work” to the Agreement remains in full force and effect.

- b. Exhibits 1 through 3 hereto are incorporated as additional material provisions of Exhibit C “Technical and Implementation Documents” of the Agreement; and hereafter the Agreement shall be modified so as to include Exhibits 1 through 3 as material additional “Technical and Implementation Documents”.
 - c. The additional work, oversight, project management, site work, services, testing, installation, materials, towers, equipment, antennae, and other items required under this Amendment, and (a) and (b) *supra* shall be referred to herein as the “Additional Services”.
 - d. The Additional Services shall be included in the “System”; and hereafter the Agreement shall be modified to include the Additional Services as material additional parts of the “System”.
 - e. The Additional Services shall be included in the “Specifications”; and hereafter the Agreement shall be modified to include the Additional Services as material additional “Specifications”.
 - f. The Additional Services as part of the “System” shall be covered by any and all warranties and service coverage under the Agreement, including, but not limited to, those described in the Agreement itself and Exhibit C-6 – “Service and Warranty” of the Agreement.
 - g. Exhibit C-3 “Performance Schedule” to the Agreement is modified as specifically stated in Exhibit 5 hereto; and other than as specifically modified thereby, Exhibit C-3 “Performance Schedule” to the Agreement remains in full force and effect.
- 4. Cost of the Modifications:** The total cost of the Additional Services is ONE MILLION, EIGHT THOUSAND, NINE HUNDRED SEVENTY-ONE DOLLARS and NO/100 (\$1,008,971.00), which includes any and all costs of any modifications and requirements, but does not include any costs for time extensions or delays of any kind owing to or caused by the Additional Services. The costs for these Additional Services are detailed in **Exhibit 4**. This cost is in addition to the Contract Price under the original Agreement. The costs of the Additional Services are not subject to that Equipment Lease Purchase Agreement between the Customer and Motorola dated June 25, 2015 and instead will be paid in accordance with the attached **Exhibits 1 and 4**. Motorola shall submit an invoice to the Customer upon completion of the work required by each payment milestone. Motorola will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work required under that payment milestone by the Customer in its sole discretion. No invoice may be provided by Motorola to the Customer until the items or services purchased for that payment milestone have been delivered to, inspected by and accepted by the Customer. Notwithstanding the foregoing or Exhibits 1 and 4, “40% ‘Tower Work’ and ‘Antenna and Transmission Line Installation’ completed” in Exhibit 4 shall mean that 40% of the cost of the Additional Services for each site (being \$233,850.40 for the Nahor Manor Site; and \$169,739.00 for the Landfill site) will not be invoiced by Motorola to the County until any and all work and Additional Services required by this Amendment are completed.

If there are any conflicts between the provisions of this Amendment (including the exhibits hereto) and the provisions of the Agreement, the provisions of this Amendment will prevail. Whenever possible this Amendment and the Agreement shall be read together. **Except as specifically amended hereby, the Agreement remains in full force and effect.**

Witness the following duly authorized signatures and seals:

Motorola Solutions, Inc.

Fluvanna County

Executed By:

Executed By:

Printed

Printed

Name:

Name:

Title:

Title:

Date:

Date:

Reviewed by:

Date:

Motorola Solutions Project Manager

Reviewed by:

Date:

Fluvanna County Project Manager

Approved as to Form:

Fluvanna Customer Attorney, by Kristina M. Hofmann, Assistant Customer Attorney

Change Order Number	1
Date:	May 18, 2016
Project Name:	Fluvanna Public Safety Emergency Communications Radio System
Contract Name:	Communications System Agreement
Customer Name:	Fluvanna County
Contractor:	Motorola Solutions, Inc.
Customer Project Mgr:	Cheryl J. Elliott

Contract # MSI-12-15FCBOS **Contract Date:** June 25, 2015

This Change Order is attached to and made a material part of that First Amendment and Modification to the Communications System Agreement between the County of Fluvanna and Motorola Solutions, Inc. (the “Amendment”).

- Definitions:** Other Exhibits to the Amendment which are referred to herein:
- Exhibit 2 – Statement of Work (SOW) Modifications: Fluvanna County Public Safety Radio Project Site Replacement of Carter’s Mountain Lower Pinnacle Site to Nahor Manor Site and Cohasset Site to Landfill Site
 - Exhibit 3 – Fluvanna County Tower & Antenna Site Information for Site Changes
 - Exhibit 4 – Detail Cost Adjustments for Carter’s Mtn. Site to Nahor Manor and Cohasset Site to Landfill
 - Exhibit 5 – Performance Schedule Adjustments

The purpose of this Change Order is to:
<ol style="list-style-type: none"> 1. Adjust two site locations, as described in Statement of Work (SOW) Exhibit 2: <ol style="list-style-type: none"> a. From Carter’s Mountain to Nahor Manor b. From Cohasset to Landfill. c. Adjust shelter and equipment needs due to location change. 2. Add and construct two new Class III towers including tower, lighting, foundation, installation and A&E Site development/integration services for each new site, as described in SOW Exhibit 2: <ol style="list-style-type: none"> a. Landfill site - 250' tower b. Nahor Manor site – 300' tower 3. Add additional project management and construction oversight and coordination management for oversight of these two new sites. <i>(See Exhibits 2 and 3 for additional detail.)</i> 4. Plan for adjustment of the Performance Schedule to accommodate this change order. This change order does <u>not</u> include any pricing adjustments that may occur due to the schedule extension caused by this change order. See the narrative on Performance Schedule Adjustments in Exhibit 5.

In accordance with the terms and conditions of the contract identified above between Fluvanna County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments:	
Original Contract Price*:	\$ 6,594,544.94
Previous Change Order amounts:	-0-
This Change Order #1 Cost:	\$ 1,008,971.00
New Contract Price:	\$ 7,603,515.94

*The Original Contract Price of \$6,594,544.94 was paid pursuant to an Equipment Lease-Purchase Agreement between Fluvanna County as Lessee and the Contractor as Lessor. The total paid under the Original Contract pursuant to that Equipment Lease-Purchase Agreement dated June 25, 2016 including principal and interest was \$7,513,345.00.

The cost of the additional work occasioned by this Change order #1 will not be added to or subject to that Equipment Lease-Purchase Agreement and the County will pay the Change Order #1 Cost of ONE MILLION, EIGHT THOUSAND, NINE HUNDRED SEVENTY-ONE DOLLARS and NO/100 (\$1,008,971.00), pursuant to the terms of the Amendment.

Completion Date Adjustments:	
Original Completion Date:	December 2016
Current Completion Date prior to this Change Order:	December 2016
New Completion Date:	TBD*

*See Exhibit 5 for schedule extension implications.

Changes in Equipment:
A. Tower, lighting, and foundation for two new towers (250' and 300' towers) B. Site Equipment shelter and antenna lines
<i>Please refer to Exhibits 2 and 3 for details.</i>

Changes in Services:
Changes in services are for construction of two new towers: 250' at Landfill and 300' at Nahor Manor and for adjustments to equipment required by the change in tower locations. Adjustments in Services include:
<ul style="list-style-type: none"> • Site preparation, development and integration services for new sites • Tower construction, foundation, lighting and installation • Site construction oversight and coordination management and project management
<i>Please refer to Exhibits 2 and 3 for details.</i>

Schedule Changes:

The project team will adjust the Performance Schedule (Exhibit C-3 to the “Communications System Agreement” dated June 25, 2015) to accommodate this change order after site acquisition is confirmed. If required, another change order with any related costs will be prepared and presented to the Board of Supervisors. The Change Order #1 does not include any additional costs for any anticipated schedule extensions.

Please refer to Performance Schedule Adjustments discussion in Exhibit 5.

Pricing Changes:

See attached pricing spreadsheet in Exhibit 4 for details.

Customer Responsibilities:

Please see attached SOW Exhibit 2 for details.

Payment Schedule for this Change Order:

The SOW (Exhibit 2) shows definitions and work requirements for each milestone. Payment is due upon completion of the described tasks. Milestone payments will be per site:

- 20% “Site Engineering” completed
- 40% “Site Preparation” and “Site Components Installation” completed
- 40% “Tower Work” and “Antenna and Transmission Line Installation” completed

The county will pay cash for this change order on the schedule outlined below. See Cost Detail (Exhibit 4) for additional pricing breakdowns.

Milestone Payments	Nahor Manor	Landfill
20% Site Engineering completed	\$ 116,925.20	\$ 84,869.00
40% Site Preparation and Site Components Installation completed	\$ 33,850.40	\$ 169,738.00
40% Tower work and Antenna and Transmission Line Installation completed	\$ 233,850.40	\$ 169,738.00
Payment milestone source dollars		
Site Subtotals	\$ 527,001.00	\$ 366,720.00
Construction Manager/Project Manager (divided by two sites)	\$ 57,625.00	\$ 57,625.00
Total for payment milestone plan percentages break outs	\$ 584,626.00	\$ 424,345.00

Except as specifically modified hereby, all other terms and conditions of the Contract are hereby ratified and shall remain in full force and effect.

Reviewed by: _____ Date: _____
Motorola Solutions Project Manager

Reviewed by: _____ Date: _____
Fluvanna County Project Manager

Fluvanna County Public Safety Radio Project Site Replacement of Carter's Mountain Lower Pinnacle Site to Nahor Manor Site and Cohasset Site to Landfill Site

These sections replace Section G.2.8.5 Site Development at Carter's Mountain Lower Pinnacle Site and G.2.8.6.2 Site Development at Cohasset of the Contract SOW. The rest of the SOW document remains in effect as contracted.

Site Development Statement of Work (SOW) -- Two new self-support towers, 250 feet (Landfill Site) and 300 feet (Nahor Manor Site)

Please review relevant G.2.8.2 Fluvanna County Responsibilities and G.2.8.3 Assumptions from Contract SOW.

G.2.8.6.2 Site Development Work – Landfill Site (Replaces Cohasset)

Site Scope Summary:

- a) Engineering services for site drawings and regulatory approvals.
- b) Zoning services.
- c) New fenced compound (not to exceed 100-foot x 100-foot).
- d) Access Road (not to exceed 100 feet).
- e) Site shall use common 200-amp, 120/240-volt, single-phase underground power run from the power company or county supplied location. *Refer to item "m" in Fluvanna County Responsibilities (section G.2.8.2).*
- f) A Motorola Standard Building (MSB) is included. An external generator plug with a manual transfer switch will be included with each shelter. New Motorola Standard Building (MSB) (11-foot 8-inches x 16-foot 6-inches 6 inches) The MSB is constructed to commonly accepted Public Safety standards requiring UL-752 Level 4 compliance (.30-06 Caliber Rifle Lead Core Soft Point, 180 grains, with a maximum velocity of 2794 fps). *Please note the shelter that was planned for Cohasset will be used and is already included in pricing.*
- g) New above ground liquid propane fuel tank (1000 gallons) *(included in original project, no additional cost)*
- h) New 50 kW outdoor generator. *(included in original project, no additional cost)*
- i) New 250-foot class III self-supported tower. A loading growth factor of 30% has been included in the tower design parameter.

Motorola Responsibilities:

Site Engineering

- a. Prepare site construction drawings showing the layout of various new and existing site components.
- b. Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- c. Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- d. Prepare sketch of the site to identify the proposed space and planned development at the particular site location.
- e. Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- f. Prepare record drawings of the site showing the as-built information.
- g. Conduct utility investigation and coordinate with local utility company for power hook up.
- h. Perform construction staking around the site to establish reference points for proposed construction.
- i. Prepare photo renderings of how the site would look after completion.
- j. Conduct a balloon test to prepare site line graphs showing potential visibility of the proposed communication site, as needed.
- k. Provide an expert witness for up to two days to attend or testify at public meetings and/or hearings so as to provide expert testimony and assist in obtaining zoning approvals. (Note: because this is a public safety project, the County does not require an SUP. Zoning/permitting processes should take less than a month.)
- l. Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals, if required by FEMA, have not been included. If necessary, perform Cultural Resource study, as needed, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- m. Conduct up to 50-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) mounted rig is not included.
- n. Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- o. Check tower erection for plumbness, linearity and alignment after installation.
- p. Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings, and procure information necessary for filing.

Site Preparation

- a) Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- b) Provide one-time mobilization costs for the construction crews.
- c) Perform light clearing, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (19600 square feet).
- d) Clear, grub roots, and dispose of vegetation for a 15-foot wide access road to the site (not to exceed 100 feet in length).
- e) Provide a 15-foot wide access road (not to exceed 100 feet in length), including surface grading and graveling.
- f) Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 14,400 square feet).
- g) Supply and install gravel surfacing to a depth of 4 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 11,236 square feet).
- h) Provide the required silt fence around the compound to control soil erosion.
- i) Supply and install 8-foot high chain-link fencing with a 11-foot 8-inch wide gate and a 4-foot pedestrian gate around the shelter compound (not to exceed 400 linear feet) to be topped with barb wire. Fencing shall conform to RFP Section 11.4.2. Exact size and type of fencing to be determined with site construction drawing approval.
- j) Perform site touch up (fertilize, seed and straw) to disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvements that may be required by local jurisdictions have not been included.

Site Components Installation

- a) Construct one (1) reinforced concrete foundation necessary for a 11-foot 8-inch x 16-foot 6-inch shelter.
- b) Construct one (1) foundation for a 1000 gallon above ground Liquid Propane (LP) fuel tank in TIA/EIA-222 normal soil conditions.
- c) Construct one (1) foundation for the 50 kW generator with reinforcing steel necessary for foundations.
- d) Supply and install one (1) prefabricated concrete shelter (11-foot 8-inches x 16-foot 6-inches).
- e) Supply and install one (1) 1000-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator. A full fuel tank will be provided by Motorola upon site acceptance, unless Fluvanna County should decide to use the generator prior to that time.
- f) Supply and install fuel tank monitors on the tanks to monitor fuel level in tanks and run alarm wiring to the building located within 50 feet of the tank.
- g) Supply and install one (1) standby power generator (50 kW) located within 20 feet of the automatic transfer switch (ATS), including interconnection wiring between the generator, transfer switch, and site electrical service mains.

- h) Supply and install one (1) 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility. Purchase and install a six gang meter panel with each meter panel containing a separate disconnect.
- i) Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from a utility termination located within 200 cable feet of the shelter.
- j) Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- k) Conduct one (1) three-point ground resistance test of the site.
- l) Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 40 linear feet).

Tower Work

- a) Construct pier and pad type tower foundation including excavation, rebar and concrete (not to exceed 65 cubic yards).
- b) Erect new 250-foot class III self-supported tower., with FAA approved lighting equipment.
- c) Supply and install grounding for the tower base.

Antenna and Transmission Line Installation

- a) Install the following antennas and associated transmission line as required per the system design:
 - a. Three (3) antennas for the RF system on 6-foot side arms.
 - b. Two (2) GPS antennas.
 - c. Three (3) 6-foot microwave dishes
 - d. Three (3) ice shields for 6-foot microwave dishes.
- b) Perform sweep tests on transmission lines with County option to observe.
- c) Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.
- d) Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

G.2.8.5 Site Development Work – Nahor Manor Site (Replaces Carter's Mountain Lower Pinnacle Site)

Site Scope Summary:

- a) Engineering services for site drawings and regulatory approvals.
- b) Zoning services.
- c) New fenced compound (not to exceed 100-foot x 100-foot).
- d) Access Road (not to exceed 400 feet).

- e) Site shall use common 200-amp, 120/240-volt, single-phase underground power run from the power company or county supplied location. Refer to item “m” in Fluvanna County Responsibilities.
- f) A Motorola Standard Building (MSB) is included. An external generator plug with a manual transfer switch will be included with each shelter. New Motorola Standard Building (MSB) (11-foot 8-inches x 16-foot 6-inches 6 inches) The MSB is constructed to commonly accepted Public Safety standards requiring UL-752 Level 4 compliance (.30-06 Caliber Rifle Lead Core Soft Point, 180 grains, with a maximum velocity of 2794 fps). As Carters Mountain did not include a shelter, this shelter will be included in pricing.
- g) New above ground liquid propane fuel tank (1000 gallons).
- h) New 50 kW outdoor generator.
- i) New 300-foot class III self-supported tower. A loading growth factor of 30% has been included in the tower design parameter.

Motorola Responsibilities:

Site Engineering

- a) Prepare site construction drawings showing the layout of various new and existing site components.
- b) Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- c) Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- d) Prepare sketch of the site to identify the proposed space and planned development at the particular site location.
- e) Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- f) Prepare record drawings of the site showing the as-built information.
- g) Conduct utility investigation and coordinate with local utility company for power hook up.
- h) Perform construction staking around the site to establish reference points for proposed construction.
- i) Prepare photo renderings of how the site would look after completion.
- j) Conduct a balloon test to prepare site line graphs showing potential visibility of the proposed communication site, as needed.
- q. Provide an expert witness for up to two days to attend or testify at public meetings and/or hearings so as to provide expert testimony and assist in obtaining zoning approvals. (Note: because this is a public safety project, the County does not require an SUP. Zoning/permitting processes should take less than a month.)
- k) Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is

determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals, if required by FEMA, have not been included. If necessary, perform Cultural Resource study, as needed, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- l) Conduct up to 50-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) mounted rig is not included.
- m) Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- n) Check tower erection for plumbness, linearity and alignment after installation.
- o) Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings, and procure information necessary for filing.

Site Preparation

- a) Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- b) Provide one-time mobilization costs for the construction crews.
- c) Perform light clearing, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (19600 square feet).
- d) Clear, grub roots, and dispose of vegetation for a 15-foot wide access road to the site (not to exceed 100 feet in length).
- e) Provide a 15-foot wide access road (not to exceed 100 feet in length), including surface grading and graveling.
- f) Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 14,400 square feet).
- g) Supply and install gravel surfacing to a depth of 4 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 11,236 square feet).
- h) Provide the required silt fence around the compound to control soil erosion.
- i) Supply and install 8-foot high chain-link fencing with a 11-foot 8-inch wide gate and a 4-foot pedestrian gate around the shelter compound (not to exceed 400 linear feet) to be topped with barb wire. Fencing shall conform to RFP Section 11.4.2. Exact size and type of fencing to be determined with site construction drawing approval.
- j) Perform site touch up (fertilize, seed and straw) to disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvements that may be required by local jurisdictions have not been included.

Site Components Installation

- a) Construct one (1) reinforced concrete foundation necessary for a 11-foot 8-inch x 16-foot 6-inch shelter.

- b) Construct one (1) foundation for a 1000 gallon above ground Liquid Propane (LP) fuel tank in TIA/EIA-222 normal soil conditions.
- c) Construct one (1) foundation for the 50 kW generator with reinforcing steel necessary for foundations.
- d) Supply and install one (1) prefabricated concrete shelter (11-foot 8-inches x 16-foot 6-inches).
- e) Supply and install one (1) 1000-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator. A full fuel tank will be provided by Motorola upon site acceptance, unless Fluvanna County should decide to use the generator prior to that time.
- f) Supply and install fuel tank monitors on the tanks to monitor fuel level in tanks and run alarm wiring to the building located within 50 feet of the tank.
- g) Supply and install one (1) standby power generator (50 kW) located within 20 feet of the automatic transfer switch (ATS), including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- h) Supply and install one (1) 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility. Purchase and install a six gang meter panel with each meter panel containing a separate disconnect.
- i) Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from a utility termination located within 200 cable feet of the shelter.
- j) Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- k) Conduct one (1) three-point ground resistance test of the site.
- l) Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 40 linear feet).

Tower Work

- a) Construct pier and pad type tower foundation including excavation, rebar and concrete (not to exceed 65 cubic yards).
- b) Erect new 300-foot class III self-supported tower, with FAA approved lighting equipment.
- c) Supply and install grounding for the tower base, including tower ground bus bar.

Antenna and Transmission Line Installation

- a) Install the following antennas and associated transmission line as required per the system design:
 1. Three (3) antennas for the RF system on 6-foot side arms.
 2. Two (2) GPS antennas.
 3. Lake site - Two (2) 6-foot microwave dishes.
 4. Two (2) ice shields for 6-foot microwave dishes.
- b) Perform sweep tests on transmission lines with County option to observe.
- c) Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.

- d) Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

FLUVANNA COUNTY TOWER & ANTENNA SITE INFORMATION

No Highlight--Included in original scope
Green --Indicates NEW not in original scope
Yellow--Duplicate efforts due to site location

	Carter Nahor	Cohasset Landfill
ARCHITECTURAL & ENGINEERING SERVICES		
Construction Drawings		
ADD: Site Design visit		
ADD: Site Survey with 2C/1A letter and 7.5' quadrangle map for FAA		
ADD: Lease exhibit/Site Sketch		
ADD: Zoning Drawings		
ADD: E&S and Storm Water Plans		
ADD: Record Drawings		
Utility Investigation / Coordination		
Site survey only		
ADD: Separate visit for construction staking		
Photo Rendering		
Viewshed analysis (Balloon Test)		
Zoning Hearing Testimony		
Task 1 - NEPA compliance/FCC checklist to determine if the site location affects Wilderness Area, Wildlife Preserve, Endangered Species, Historical Site, Indian Religious Site, Flood Plain, Wetlands, High Intensity White Lights in Residential Neighborhoods or Excessive RF Radiation Exposure and prepare Cultural resource report		
NEPA Filing Fees		
Geotechnical explorations for self supported tower less than 250' in height (one 40' deep boring)		
4 point Soil Resistivity Testing conducted at the time of site visit		
Construction Material Testing (Concrete, backfill, foundations)		
Structural Analysis		
Tower Plumbness Testing and tower height verification for FAA filing		
Compliance with Construction Drawing Review		
Construction Material Testing (Concrete, backfill, foundations)		
Preparation, submission and tracking of application for local permit fees (electrical, building etc.), preparation of FAA filings and procurement of information necessary for filing (Total of tasks 91 through 93 below)		
Permit Preparation for a new tower site (excludes environmental permitting)		
Zoning for co-locate site		
Permitting submission, coordination and expediting for a new tower site (excludes environmental permitting)		
Costs for local permits (zoning, electrical, building etc.), preparation of FAA filings and procurement of information necessary for filing		
Costs for local permits (zoning, electrical, building etc.), and procurement of information necessary for filing		

SITE PREPARATION		
Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)		
Mobilization and demobilization of crews		
Clearing and grubbing of Site compound (Light Clearing- Clear light brush and grub roots)		
Clearing and grubbing of access road (15 Ft. wide light clearing)		
Compound Grading and 10' path around it		
Compound graveling (including herbicide treatment and geotextile fabric installation) inside fence are and 3' perimeter outside fence		
Access road grading (15 Ft. Wide)		
Access road gravelling (15 Ft. Wide)		
Guard Post (Bollard)		
Silt fence		
8' high fencing of compound (including gates and accessories required)		
Site touchup and landscaping (fertilize, seed and straw disturbed areas not covered with gravel, usually 10' wide strip around compound)		

SITE COMPONENTS INSTALLATION		
Foundations for TT1001 - 12'x16' Concrete pre-fab Shelter and stoop including excavation, rebar, concrete and gravel backfill.		
Excavate for 1000 gallon under ground LPG Fuel tank (5'6"x18'x5') and fill with 6" thick pea gravel base, two 17 lb. magnesium anode bags and sand after installing LP tank		
Foundations for 70KW Generator (SG070 - 1950 lbs with 41"x11" footprint) and 12" wide perimeter including excavation, rebar, concrete		
Offload and setup TT1001 - 12'x16' Pre-fabricated concrete shelter (57,000 lbs) including installation of loose material with shelter i.e. awnings, door lights etc. Includes startup of lighting, air-conditioning and power distribution.		
Supply and install 1000 gallon LP fuel tank (41" dia x 16'L x 4'2"H) including all necessary fuel, piping (with trenching up to 50' from generator), regulators, valves, gauges, testing of system for leakages.		
Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank		
Offload and Install 70KW generator and connect to ATS, fuel tank located within 25' feet of the generator		
120 / 240 volt, 300 amp, single-phase meter pedestal & hookup for electrical service by the local utility		
120 / 240 volt, 300 amp, single-phase underground electrical service including trenching and installation of appropriately sized electrical conductors buried 30 inches below grade from utility meter to the service disconnect located on the building.		
Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in a 6400 sq. ft. compound per R56		
Megger three point grounding test of the site.		
Supply and Install waveguide bridge, including foundation, all required attachments and hardware (i.e. 3 rungs of single run trapeze kits etc.)		
TOWER WORK		
Pier and Pad foundation for self supported tower including excavation, rebar and concrete		
Self supported tower installation (Base width to tower height ratio 1:9), including the installation of tower manufacturer supplied tower lighting, antenna/dish mounts and accessories.		
Grounding for tower base (Self-supported towers)		
ANTENNA & TRANSMISSION LINES		
Omni stick (13' to 22' tall) antenna Installation		
Install GPS antenna with 50' of RG58 cable and supply associated installation mount		
Yagi (up to 6' long) antenna installation		
Supply and install 6' side arm for antenna mount		
Install ice shields for 6' dish		
1/2" coaxial transmission line Installation, connectorization & grounding		
7/8" coaxial transmission line Installation, connectorization & grounding		
Perform a Sweep test on all new transmission lines		
Hardware (round member/angle adapters, brackets etc.) to mount the transmission line to tower every three feet. (exclude line install)		
Ground buss bar at the bottom of tower for grounding RF cables before they make horizontal transition		

Fluvanna County, VA Additional to Current Contract			
Adjust Sites: Carters Mtn. Site to Nahor Manor and Cohasset Site to Landfill			
A: Description Equipment	Nahor Manor		Landfill
Tower, lighting Foundation & Installation			
Tower Nahor 300ft Landfill 250ft	\$ 133,400.00		\$ 109,600.00
Tower Foundation & Installation	\$ 148,000.00		\$ 125,900.00
Tower Lighting System	Included in tower price		Included in tower price
Additional to Current Contract; Tower, lighting Foundation & Installation Sub Total	\$ 281,400.00		\$ 235,500.00
B: Site Shelter, Implementation, Antenna and Line Installation			
Antenna & Line Installation (Additional to Current Contract)	\$ 7,000.00		\$ 8,900.00
Equipment Installation	In current contract		In current contract
Equipment Shelter 12x16 and generator (Additional to Current Contract Nahor)	\$ 129,479.00		Included
-Shelter External Generator Plug with Manual Transfer Switch	\$ 5,763.00		Included
-Shelter Foundation & Site Component Installation	\$ 33,200.00		Included
-UPS/Batteries (Credit from Carters Mt)	\$ (33,334.00)		N/A
-Generator/Fuel Tank/Transfer Switch (Credit from Carters Mt)	\$ (35,862.00)		N/A
Generator Foundation & Installation (include Fuel Tank)	In current contract		In current contract
Access Road/Stone Surfacing	Included in Site Development		Included in Site Development Price
Fencing	Included in Site Development		Included in Site Development
Grounding/Suppression	In current contract		
Electrical Distribution (Credit for Carter Mt. Electrical Distribution)	\$ (6,525.00)		In current contract
Additional to Current Contract; Site Shelter, Implementation, Antenna and Line Installation Sub Total	\$ 99,721.00		\$ 8,900.00
C: A & E Site Development and Integration Services			
Site Design/Engineering- A & E/NEPA/construction drawings/boring	\$ 27,020.00		\$ 27,020.00
Local Site Permitting/Regulatory/Licensing/ inspections	In current contract		In current contract
Site Preparation, Development and Clearing	\$ 118,860.00		\$ 95,300.00
Additional to Current Contract; A & E, Site Development and Integration Services Sub total	\$ 145,880.00		\$ 122,320.00
D: Additional to Current Contract; Site Construction Coordination Management Supervisor and Project Management Sub Total			
			\$115,250.00
Total Additional to Current Contract; Adjust Sites; Carters Mt. Site to Nahor Manor and Cohasset Site to Landfill			
			\$1,008,971.00
Milestone Payments (See SOW Exhibit 2 for task details)			
Milestone Payments	Nahor Manor		Landfill
20% "Site Engineering" completed	\$ 116,925.20		\$ 84,869.00
40% "Site Preparation" and "Site Components Installation" completed	\$ 233,850.40		\$ 169,738.00
40% "Tower Work" and "Antenna and Transmission Line Installation" completed	\$ 233,850.40		\$ 169,738.00
Payment milestone source dollars			
Site subtotals	\$ 527,001.00		\$ 366,720.00
Construction Manager/Project Manager (divided by two sites)	\$ 57,625.00		\$ 57,625.00
Site Totals for payment milestones	\$ 584,626.00		\$ 424,345.00

Fluvanna Emergency Communications Radio System

Performance Schedule Adjustments

The new public safety radio system features a seven-site VHF trunked simulcast P25 radio communication system. The request for proposal (RFP) for this project requested the vendor to develop a system utilizing existing towers sites or ones that were in process of being constructed, with preference for using towers under 200'. In this original design Motorola provided a 95% coverage guarantee using these sites. All sites except the Sheriff's Office tower depended on leased co-location for the public safety equipment. When the Board of Supervisors was presented with the possibilities of over \$600,000 of co-leasing fees annually, they requested the project team to explore additional opportunities to give public safety providers the coverage needed, but at a less annual cost.

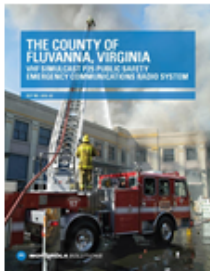
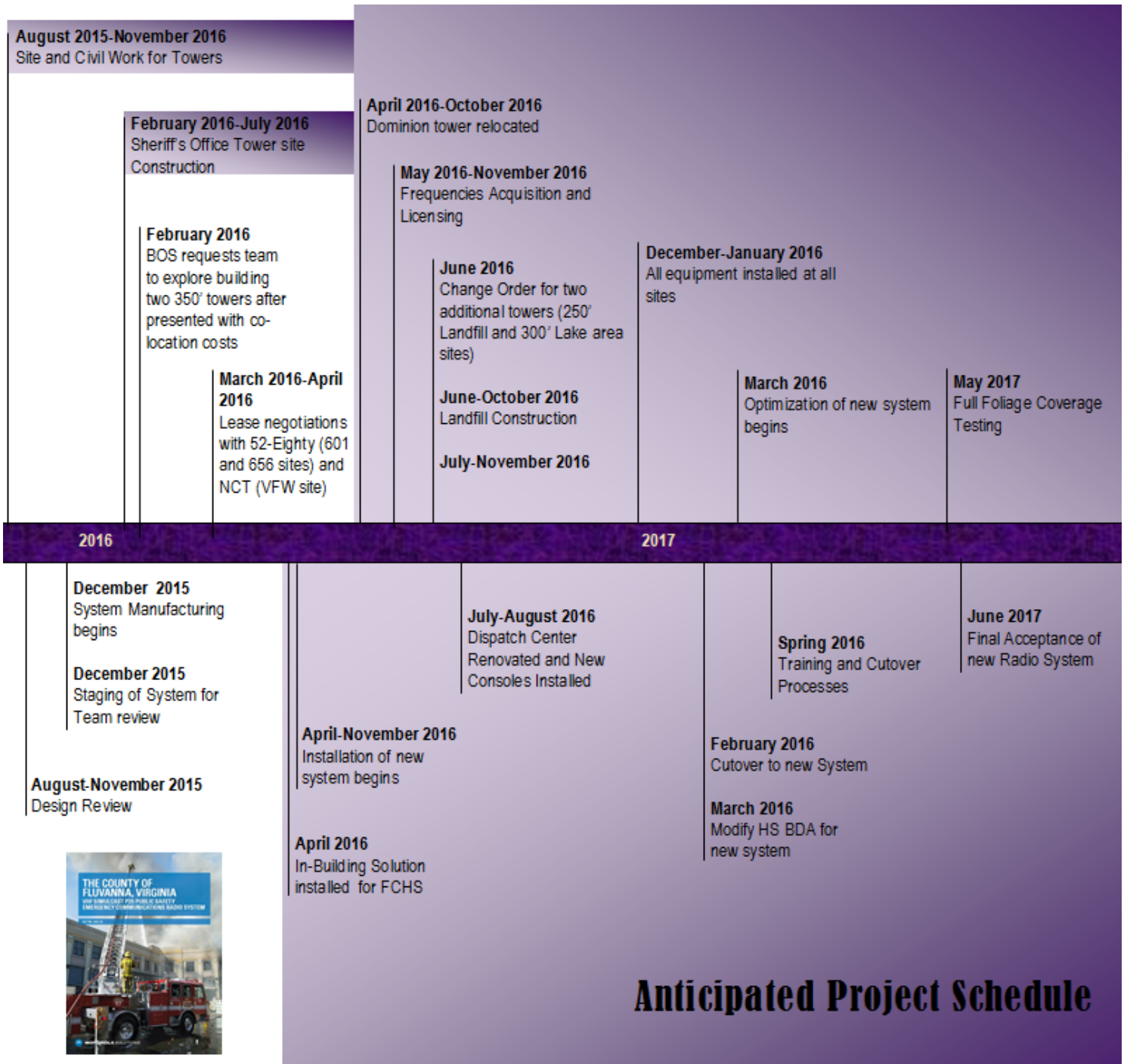
The team explored numerous scenarios to improve coverage, leverage existing towers, and to possibly construct additional county-owned towers, all geared to give the needed public safety coverage and increase potential ongoing revenue (or be revenue neutral). The project team revisited the design by allowing coverage determine the locations and heights of the towers in the system.

The new design recommended to the Board of Supervisors requires the county to construct two new towers, bringing all seven towers in the new system within the county boundaries, eliminating the need for co-leasing on Carter's Mountain and Cohasset sites. The Dominion tower is in process of being relocated to a nearby Dominion-owned parcel from its current site. All the other towers in this design are 200' towers and will require co-leasing. All towers except the Sheriff's Office Site will be lighted (county antennas will be placed atop the towers, pushing equipment heights above 200').

The county is currently in lease negotiations with National Communications Towers (NCT) for space on the to-be-built tower at the VFW property and with 52-Eighty for space on two of their towers on 601 Kolcum in Kents Store and 656 Morris in Bremo. These leases are expected to be in place within 30-60 days. However, due to the new construction, the schedule will most likely be extended. Current projections see completion of the tower builds by January 2017 and then equipment would be installed, requiring another month or so of time. Other "unknowns" potentially affecting the schedule include: frequency acquisition, co-location leases, site development (internal processes; Lake site acquisition, "normal soils" testing, site construction), site equipment installation, and full foliage requirement for coverage testing.

Therefore, the project team will adjust the Performance Schedule (Exhibit C-3 to the "Communications System Agreement" dated June 25, 2015) to accommodate this change order after site acquisition is confirmed. If required, another change order with any related costs will

be prepared and presented to the Board of Supervisors. The Change Order #1 does not include any additional costs due to schedule extension. *Anticipated schedule modifications are illustrated in the following graphic.*



**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	E911 Radio System Project Management Addendum – Black & Veatch				
MOTION(s):	<p>I move the Board of Supervisors approve the “First Addendum to Agreement for Emergency Communication Radio System Project Management and System Implementation Support Services” with Black & Veatch, with \$0 price adjustment for this modification, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p>				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<p>This addendum for Emergency Communications Radio System Project Management and System Implementation Support Services is required to outline the changes with Black & Veatch, related to the Motorola Contract First Amendment:</p> <ul style="list-style-type: none"> • Change from co-Leasing a tower at Carter’s Mountain to constructing a new 300’ tower around Nahor Manor • Change from co-Leasing a tower at Cohasset to constructing a new 250’ tower at the Landfill • Adjust shelter and equipment needs due to location change. <p>This Black & Veatch contract addendum is not adding on additional services, rather it is changing tower sites for the project management services that they are providing.</p> <p>***This contract addendum should only be approved if the Motorola Solutions, Inc. “First Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System” in the amount of \$1,008,971 is approved.</p>				
FISCAL IMPACT:	This addendum contains no price increase.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

ENCLOSURES:	First Addendum to Agreement for Emergency Communication Radio System Project Management and System Implementation Support Services				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX	XX		

This First Addendum (“Addendum”) is made the ____ day of _____, 2016 by and between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Black & Veatch Corporation, a Delaware corporation authorized to transact business in Virginia, (the “Consultant”) and modifies that **AGREEMENT FOR EMERGENCY COMMUNICATION RADIO SYSTEM PROJECT MANAGEMENT AND SYSTEM IMPLEMENTATION SUPPORT SERVICES** (the “Agreement”) made the 24th day of September, 2015 between the County and the Consultant. When used in this Addendum, any terms defined in the Agreement have such defined meaning.

WHEREAS, the parties wish clarify and supplement the requirements of the Agreement relating to scope of work for Part 2 of the Project and wish to formalize their agreement in this Addendum;

THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

The foregoing recitals are incorporated herein by reference.

The Project has been modified to include the construction of two additional towers as more specifically described in that First Amendment and Modification to the Communications System Agreement (together with all exhibits thereto, the “Motorola Amendment”) by and between Motorola Solutions, Inc. and the County dated the ____ day of _____, 2016, which Motorola Amendment and exhibits thereto is attached hereto as **Exhibit 1** and made a material provision hereof and incorporated herein by reference. This Addendum is intended to modify the definition of “Project” under the Agreement to add and include those “Additional Services”, as defined in the Motorola Amendment, to the Project; and to modify the scope of the Project as described in the Motorola Amendment. The Consultant shall perform all the services and work, laid out in Article 2, Section A “Specific Scope of Work for Part 2 of the Project” for the Project as modified by the Motorola Amendment. All references to the “Project” in the Agreement shall hereinafter mean to the Project as modified hereby. There is no price adjustment for this modification. Except as specifically amended hereby, the Agreement remains in full force and effect.

Witness the following duly authorized signatures and seals:

Black & Veatch Corporation:

County of Fluvanna, Virginia

Print Name: _____

Steven M. Nichols, County Administrator

Print Title: _____

Date: _____

Date: _____

Approved As to Form:

Fluvanna County Attorney

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	FY16 Budget Transfer For Commonwealth's Attorney Building Repairs				
MOTION(s):	I move the Board of Supervisors approve an FY16 budget transfer of \$17,750.00 from the BOS Contingency Budget to the Capital Reserve Maintenance Fund Budget for additional critical repairs to the Commonwealth's Attorney Building.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Immediate				
DISCUSSION:	<p>In August 2015, the county of Fluvanna purchased the building which houses the office of the Commonwealth's Attorney.</p> <p>A pre-purchase inspection report prepared prior to acquisition of the property noted that certain repairs would be needed in order to assure the building's continued viability as an office building for County personnel. As time has proceeded and repairs have been made, some significant plumbing leaks have developed. These repairs are urgent in nature and are currently underway; all water lines will be replaced and associated interior repairs will be made in conjunction.</p> <p>This budget transfer is the same amount that is being requested in the Capital Reserve Maintenance Fund request for the Commonwealth Attorney's Building. The current balance in the Capital Reserve Maintenance Fund is \$14,370, which is not enough to cover the CRMF request. If this budget transfer and the CRMF request are approved, the remaining balance will still be \$14,370, which will leave funds available to the end of the FY16. The BOS Contingency balance if this item is approved will be \$70,442.</p>				
FISCAL IMPACT:	This will reduce the BOS Contingency by \$17,750 and increase the Capital Reserve Maintenance Fund budget by \$17,750.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



Capital Reserve Maintenance Fund Request

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to:
 Provide \$17,750.00 from the Capital Reserve Maintenance Fund to pay the costs of:

Replacing all internal water lines, fittings and valves in the Commonwealth's Attorney's Building, and affecting associated carpentry, drywall and other interior repairs.

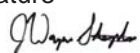
Section 1 - REQUEST

Requesting Dept. / Agency: Public Works PW16-006		Dept / Agency Contact: Wayne Stephens	Date of Request: May 18, 2016	
Phone: (434) 591-1925	Fax: (434) 591-1924	email: wstephens@fluvannacounty.org		Fiscal Year: FY16
Reserve Fund Purpose Category: Unexpected facility repairs or replacements				
Description of Project/Repair	Qty	Unit Price	Total Price	
Replace all water lines and fittings; replace water heater	1	\$6,500.00	\$6,500.00	
Carpentry, drywall and other interior repairs	1	\$11,250.00	\$11,250.00	
			Total Request: \$17,750.00	

Description and Justification for Proposed Use

Several recent plumbing leaks in the Commonwealth's Attorney's Building have caused water damage in several areas. In each instance, the cause was deterioration/failure of a metal joint or valve on the plastic plumbing pipes used throughout the building. The endemic nature of the problem makes it prudent to replace the water lines and fittings throughout the building. Included in the estimate for plumbing work, is replacement of the water heater, which is leaking and needs to be replaced. Additionally, the combination of recent water damage, along with the demolition necessary to gain access to the water lines will result in the need for additional carpentry, drywall and other interior repairs throughout the building.

NOTE: Due to the urgent nature of the plumbing work, replacement of water lines is underway.

Department / Agency Head Name: Wayne Stephens, Director of Public Works	Signature  <small>Digitally signed by Wayne Stephens DN: cn=Wayne Stephens, email=wstephens@fluvannacounty.org, o=Fluvanna County, ou=Fluvanna, ou=Microsoft Date: 2016.05.13 16:10:55 -0400</small>	Date 2016/05/13
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2016.05.18 18:08:06 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Steven M. Nichols 2016.05.18 18:15:38 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:
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FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	FY16 Supplemental Budget Appropriation for CSA Purchase of Services				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$679,600 for the FY16 CSA Purchase of Services Budget, with the local portion of funding of \$258,245 to come from Unassigned Fund Balance.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Jacqueline A. Meyers, Ph.D., CSA Program Manager				
PRESENTER(S):	Jacqueline A. Meyers, Ph.D., CSA Program Manager				
RECOMMENDATION:	Staff recommends the Board of Supervisors approve this request for additional funds to be used to cover the local portion of funding for CSA Purchase of Services.				
TIMING:	Routine				
DISCUSSION:	The CSA budget is over-budget. Local funds will account for approximately 38% of the total CSA Purchase of Services budget and the State pool covers the remaining 62%. Currently, the CSA Purchase of Services budget is over-budget and projects the final FY16 amount to be approximately \$679,600. This over-budget balance changes daily as children come into the program, and as unused funds are released for services. The current CSA Purchase of Services budget is \$2,286,713. This supplemental appropriation would make the revised budget \$2,966,313.				
FISCAL IMPACT:	Increase the FY16 CSA Purchase of Services budget by \$679,600, of which \$258,245 is our local share to be funded from Unassigned Fund Balance and \$421,355 to be reimbursed to Fluvanna through the State pool reimbursement.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	The Children's Services Act is a state-wide program which provides services to at-risk youth and their families.				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	VDOT Secondary Street Acceptance Request—Taylor Ridge Estates				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the resolution entitled “A Resolution To Take Streets Taylor Ridge Estates Into The Secondary System Of Highways In Fluvanna County, Virginia.”				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Jason Stewart, Planning & Zoning Administrator				
RECOMMENDATION:	Adoption of the Resolution				
TIMING:	Routine				
DISCUSSION:	N/A				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Resolution, VDOT Form AM-4.3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

RESOLUTION No. 18-2016

A Resolution a Resolution to Take Streets in the Taylor Ridge Subdivision into the Secondary System of Highways in Fluvanna County, Virginia

At a regular meeting of the Board of Supervisors of Fluvanna County held in the Fluvanna County Courts Building at 4:00 PM on Wednesday, June 1, 2016, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the eligible streets described on the attached VDOT AM-4.3 form, fully incorporated herein by reference, are shown on plats recorded in the clerk's office of the Circuit Court of Fluvanna County; and

WHEREAS, the streets described in the Taylor Ridge Estates subdivision have been developed in Fluvanna County and the developer has constructed the streets in accordance with the plans submitted to and approved by the Virginia Department of Transportation and the streets have been inspected by the Office of the Land Development Engineer and found to be acceptable in the State Highway System; and

NOW, THEREFORE BE IT RESOLVED, on this 1st day of June, 2016, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation add the described roads listed on the attached VDOT AM-4.3 form to the Secondary System of State Highways of Fluvanna County pursuant to Section 33.2-705 of the Code of Virginia, as amended, and the Subdivision Street Requirements; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors guarantees a clear and unrestricted right-of-way, and any necessary easements for cuts, fills, and drainage; and

BE IT YET FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Land Development Engineer for the Virginia Department of Transportation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 1st day of June, 2016 on a motion by _____, seconded by _____, and by the following vote:

AYES: Sheridan, Booker, Eager, O'Brien, & Weaver **NAYS:** None **ABSENT:** None

A Copy, teste:

John M. Sheridan, Chair
Board of Supervisors
Fluvanna County, Virginia

In the County of Fluvanna

By resolution of the governing body adopted June 1, 2016

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.

A Copy Testee

Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision Taylor Ridge Estates

Type Change to the Secondary System of State Highways: Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.2-705

Street Name and/or Route Number

Cunningham Court, State Route Number 1077

Old Route Number: 0

- From: Taylor Ridge Way

To: west to end of cul de sac, a distance of: 0.07 miles.

Recordation Reference: DB 604,pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

Acorn Court, State Route Number 1075

Old Route Number: 0

- From: Taylor Ridge Way

To: west to end of cul de sac, a distance of: 0.16 miles.

Recordation Reference: DB 604,pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

Chapel Court, State Route Number 1078

Old Route Number: 0

- From: Taylor Ridge Way

To: east to end of cul de sac, a distance of: 0.15 miles.

Recordation Reference: DB 604,pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

◆ **Taylor Ridge Way, State Route Number 1074**

Old Route Number: 0

- From: Plum Court

To: south to Cunningham Court, a distance of: 0.13 miles.

Recordation Reference: DB 604, pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

◆ **Chapel Court, State Route Number 1078**

Old Route Number: 0

- From: Taylor Ridge Way

To: west to end of cul de sac, a distance of: 0.02 miles.

Recordation Reference: DB 604, pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

◆ **Taylor Ridge Way, State Route Number 1074**

Old Route Number: 0

- From: Rte 53 Thomas Jefferson Parkway

To: south to Acorn Court, a distance of: 0.11 miles.

Recordation Reference: DB 604,pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

◆ **Plum Court, State Route Number 1076**

Old Route Number: 0

- From: Taylor Ridge Way

To: west to end of cul de sac, a distance of: 0.09 miles.

Recordation Reference: DB 604,pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

◆ **Taylor Ridge Way, State Route Number 1074**

Old Route Number: 0

- From: Acorn Court

To: south to Berry Court, a distance of: 0.23 miles.

Recordation Reference: DB 604,pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

◆ **Taylor Ridge Way, State Route Number 1074**

Old Route Number: 0

- From: Berry Court

To: south to Plum Court, a distance of: 0.13 miles.

Recordation Reference: DB 604,pg 918-919

Right of Way width (feet) = 0

Street Name and/or Route Number

◆ **Taylor Ridge Way, State Route Number 1074**

Old Route Number: 0

● From: Cunningham Court

To: south to Chapel Court, a distance of: 0.12 miles.

Recordation Reference: DB 604, pg 918-919

Right of Way width (feet) = 0

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	VDOT Secondary Street Acceptance Request—Cunningham Meadows				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the resolution entitled “A Resolution To Take Streets In Cunningham Meadows Subdivision Into The Secondary System Of Highways In Fluvanna County, Virginia.”				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Jason Smith, Director of Community and Economic Development				
RECOMMENDATION:	Adoption of the Resolution				
TIMING:	Routine				
DISCUSSION:	N/A				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Resolution, VDOT Form AM-4.3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

RESOLUTION No. 16-2016

A Resolution a Resolution to Take Streets in the Cunningham Meadows Subdivision into the Secondary System of Highways in Fluvanna County, Virginia

At a regular meeting of the Board of Supervisors of Fluvanna County held in the Fluvanna County Courts Building at 4:00 PM on Wednesday, June 1, 2016, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the eligible streets described on the attached VDOT AM-4.3 form, fully incorporated herein by reference, are shown on plats recorded in the clerk's office of the Circuit Court of Fluvanna County; and

WHEREAS, the streets described in the Cunningham Meadows subdivision have been developed in Fluvanna County and the developer has constructed the streets in accordance with the plans submitted to and approved by the Virginia Department of Transportation and the streets have been inspected by the Office of the Land Development Engineer and found to be acceptable in the State Highway System; and

NOW, THEREFORE BE IT RESOLVED, on this 1st day of June, 2016, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation add the described roads listed on the attached VDOT AM-4.3 form to the Secondary System of State Highways of Fluvanna County pursuant to Section 33.2-705 of the Code of Virginia, as amended, and the Subdivision Street Requirements; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors guarantees a clear and unrestricted right-of-way, and any necessary easements for cuts, fills, and drainage; and

BE IT YET FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Land Development Engineer for the Virginia Department of Transportation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 1st day of June, 2016 on a motion by _____, seconded by _____, and by the following vote:

AYES: Sheridan, Booker, Eager, O'Brien, & Weaver **NAYS:** None **ABSENT:** None

A Copy, teste:

John M. Sheridan, Chair
Board of Supervisors
Fluvanna County, Virginia

In the County of Fluvanna

By resolution of the governing body adopted June 1, 2016

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.

A Copy Testee

Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision Cunningham Meadows

Type Change to the Secondary System of State Highways: Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.2-705

Street Name and/or Route Number

◆ **Cunningham Meadows Drive, State Route Number 1028**

Old Route Number: 0

- From: Rte 53 Thomas Jefferson Parkway

To: south to end of cul de sac, a distance of: 0.62 miles.

Recordation Reference: PB 2, pg 272-278

Right of Way width (feet) = 50

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Resolution of the Designation of Rural Rustic Highway— Rte 1106, Andrew St				
MOTION(s):	I move that the Board of Supervisors approve the attached resolution declaring Route 1106, Andrew Street, to be Rural Rustic Roads and to be improved and accepted into the Secondary System of State Highways as such.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jason Stewart, Planning and Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning and Zoning Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	VDOT has requested this action by the County in order to move these projects forward and improve them to the rural rustic road standards required for acceptance into the state system. These roads are currently approved in the VDOT Secondary Six Year Plan as projects.				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	A Resolution Designating Rural Rustic Road Project Route 1106, Andrew Street				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 19-2016

A Resolution Designating Rural Rustic Road Project Route 1106, Andrew Street

The Board of Supervisors of Fluvanna County, in regular meeting on the 1st day of June, 2016, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Fluvanna County, Virginia desires to consider whether Route 1106 Andrew Street, From: Route 6 Saint James Street To: Route 1102 Andrew Street should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board’s six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Resident Engineer.

Recorded Vote		A Copy Teste:	
Moved By:			
Seconded By:		Signed	
Yeas:		Printed Name	Kelly Belanger Harris
Nays:	None.	Title	Clerk to the Board of Supervisors

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Resolution of the Designation of Rural Rustic Highway— Rte 1103, Rivanna St				
MOTION(s):	I move that the Board of Supervisors approve the attached resolution declaring Route 1103, Rivanna Street, to be Rural Rustic Roads and to be improved and accepted into the Secondary System of State Highways as such.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jason Stewart, Planning and Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning and Zoning Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	VDOT has requested this action by the County in order to move these projects forward and improve them to the rural rustic road standards required for acceptance into the state system. These roads are currently approved in the VDOT Secondary Six Year Plan as projects.				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	A Resolution Designating Rural Rustic Road Project Route 1103, Rivanna Street				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 20-2016

A Resolution Designating Rural Rustic Road Project Route 1103, Rivanna Street

The Board of Supervisors of Fluvanna County, in regular meeting on the 1st day of June, 2016, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Fluvanna County, Virginia desires to consider whether Route 1103 Rivanna Street, From: Route 6 Saint James Street To: Route 1102 Andrew Street should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board's six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Resident Engineer.

Recorded Vote		A Copy Teste:	
Moved By:			
Seconded By:		Signed	
Yeas:		Printed Name	Kelly Belanger Harris
Nays:	None.	Title	Clerk to the Board of Supervisors

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Resolution of the Designation of Rural Rustic Highway— Rte 1108, Saint Patrick St				
MOTION(s):	I move that the Board of Supervisors approve the attached resolution declaring Route 1108, Saint Patrick Street, to be Rural Rustic Roads and to be improved and accepted into the Secondary System of State Highways as such.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jason Stewart, Planning and Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning and Zoning Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	VDOT has requested this action by the County in order to move these projects forward and improve them to the rural rustic road standards required for acceptance into the state system. These roads are currently approved in the VDOT Secondary Six Year Plan as projects.				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	A Resolution Designating Rural Rustic Road Project Route 1108, Saint Patrick Street				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 18-2016

A Resolution Designating Rural Rustic Road Project Route 1108, Saint Patrick Street

The Board of Supervisors of Fluvanna County, in regular meeting on the 1st day of June, 2016, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Fluvanna County, Virginia desires to consider whether Route 1108 Saint Patrick Street, From: Route 1101 Cameron Street To: Route 1102 Fayette Street should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board’s six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Resident Engineer.

Recorded Vote		A Copy Teste:	
Moved By:			
Seconded By:		Signed	
Yeas:		Printed Name	Kelly Belanger Harris
Nays:	None.	Title	Clerk to the Board of Supervisors

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: June 1, 2016

AGENDA TITLE:	Resolution of the Designation of Rural Rustic Highway— Rte 1101, Tammany St				
MOTION(s):	I move that the Board of Supervisors approve the attached resolution declaring Route 1101, Tammany Street, to be Rural Rustic Roads and to be improved and accepted into the Secondary System of State Highways as such.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jason Stewart, Planning and Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning and Zoning Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	VDOT has requested this action by the County in order to move these projects forward and improve them to the rural rustic road standards required for acceptance into the state system. These roads are currently approved in the VDOT Secondary Six Year Plan as projects.				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	A Resolution Designating Rural Rustic Road Project Route 1101, Tammany Street				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 21-2016

A Resolution Designating Rural Rustic Road Project Route 1101, Tammany Street

The Board of Supervisors of Fluvanna County, in regular meeting on the 1st day of June, 2016, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Fluvanna County, Virginia desires to consider whether Route 1101 Tammany Street, From: Route 1109 Tammany Street To: Route 1103 Rivanna Street should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board's six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Resident Engineer.

Recorded Vote		A Copy Teste:	
Moved By:			
Seconded By:		Signed	
Yeas:		Printed Name	Kelly Belanger Harris
Nays:	None.	Title	Clerk to the Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	FY16 Sheriff's Department Insurance Claim - 2014 Ford Explorer VIN 0003				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$3,134.07 to the FY16 Sheriff's Budget to reflect reimbursement from a VACORP insurance claim.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance and Eric Hess, Sheriff				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	A 2014 Ford Explorer (VIN 0003) was in an accident with a deer on 11/23/2015 and declared to have body damage by VACORP. The amount recovered for the vehicle on 01/11/2016 after the \$500 deductible is \$3,134.07.				
	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
FISCAL IMPACT:	This action will increase the FY16 Sheriff's Office vehicle repair budget by \$3,134.07				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	FY16 Sheriff's Department Insurance Claim – 2011 Dodge Charger VIN 0697				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$1,931.96 to the FY16 Sheriff's Budget to reflect reimbursement from a VACORP insurance claim.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance and Eric Hess, Sheriff				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	A 2011 Dodge Charger (VIN 0697) was in an accident with a deer on 02/23/2016 and declared to have body damage by VACORP. The amount recovered for the vehicle on 03/09/2016 after the \$500 deductible is \$1,931.96.				
	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
FISCAL IMPACT:	This action will increase the FY16 Sheriff's Office vehicle repair budget by \$1,931.96				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	FY16 Sheriff's Department Insurance Claim – 2012 Dodge Charger VIN 2497				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$6,019.30 to the FY16 Sheriff's Budget to reflect reimbursement from a VACORP insurance claim.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance and Eric Hess, Sheriff				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	A 2012 Dodge Charger (VIN 2497) was in an accident with a deer on 10/10/2015 and declared to have body damage by VACORP. The amount recovered for the vehicle on 01/14/2016 after the \$500.00 deductible is \$4,725.10. A supplemental amount was recovered on 2/24/2016 in the amount of \$1,294.20 for a total of \$6,019.30.				
	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
FISCAL IMPACT:	This action will increase the FY16 Sheriff's Office vehicle repair budget by \$6,019.30				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	FY16 Sheriff's Department Claim - 2012 Dodge Charger VIN 2942				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$580.25 to the FY16 Sheriff's Budget to reflect reimbursement from a VACORP insurance claim.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance and Eric Hess, Sheriff				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	A 2012 Dodge Charger (VIN 2942) was in an accident with another vehicle on 04/06/2016 and declared to have body damage by VACORP. The amount recovered for the vehicle on 04/20/2016 after the \$500.00 deductible is \$580.25.				
	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
FISCAL IMPACT:	This action will increase the FY16 Sheriff's Office vehicle repair budget by \$580.25.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 1, 2016

AGENDA TITLE:	FY16 Sheriff's Department Insurance Claim – 2012 Dodge Charger VIN 2945				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$6,366.55 to the FY16 Sheriff's Budget to reflect reimbursement from a VACORP insurance claim.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance and Eric Hess, Sheriff				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	A 2012 Dodge Charger (VIN 2945) was in an accident with a deer on 09/22/2015 and declared to have body damage by VACORP. The amount recovered for the vehicle on 01/11/2016 after the \$500 deductible is \$6,366.55.				
	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
FISCAL IMPACT:	This action will increase the FY16 Sheriff's Office vehicle repair budget by \$6,366.55				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: June 1, 2016
From: Eric Dahl - Director of Finance
To: Board of Supervisors
Subject: FY16 Capital Reserve Balances

The FY16 Capital Reserve account balances are as follows:

County Capital Reserve:

FY15 Carryover	\$15,970.00
FY16 Beginning Budget:	\$100,000.00
Less: HVAC Repairs at Various County Buildings 9.2.15	-\$42,900.00
Less: FSPCA Repairs 9.2.15	-73,700.00
Plus: Transfer from Unassigned Fund Balance 9.2.15	\$50,000.00
Less: Equipment Replacement at Carysbrook Sewage Pump Station 12.16.15	-\$35,000.00
Plus: Transfer from Unassigned Fund Balance 4.6.16	\$49,150.00
Less: Commonwealth's Attorney Building Repairs 4.6.16	-\$49,150.00
Available:	\$14,370.00

Schools Capital Reserve:

FY15 Carryover	\$203,733.00
FY16 Beginning Budget:	\$125,000.00
Less: Evacuation Chairs and Installation 10.21.15	-\$7,600.00

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Less: School Board Office Roof Repair 12.16.15	-\$90,000.00
Less: New Clocks Fluvanna Middle School 12.16.15	-\$17,300.00
Less: Replace Doors on Walk-in Cooler/Freezer Fluvanna Middle School 1.6.16	-\$8,090.00
Less: Transfer to CIP for Activity Bus Purchase 3.2.16	-12,500.00
Available:	\$193,243.00

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MEMORANDUM

Date: June 1, 2016
From: Eric Dahl - Director of Finance
To: Board of Supervisors
Subject: FY16 BOS Contingency Balance

The FY16 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Rivanna River Renaissance Conference Funding Support 9.2.15	-\$500.00
Less: State Vet Fee for FSPCA 9.16.15	-\$250.00
Less: Fire Ladder Truck Replacement 9.16.15	-\$45,000.00
Less: Advertising Columbia/Cunningham Schools 12.2.15	-\$2,500.00
Less: Pleasant Grove House Security System Installation 1.6.16	-\$3,100.00
Less: Legal Fees for Interjurisdictional Agreement 3.2.16	-\$6,900.00
Less: Legal Fees for Personnel Matter 4.6.16	-\$3,558.00
Available:	\$88,192.00

