



FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING AGENDA
Circuit Courtroom, Fluvanna Courts Building
July 11, 2018 at 4:00 pm & 7:00 pm

TAB	AGENDA ITEMS
	1 - CALL TO ORDER
	2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
	3 – ADOPTION OF AGENDA
	SPECIAL PRESENTATION
	Certificate of Appreciation for James D. Newman
	4 – COUNTY ADMINISTRATOR’S REPORT
	5 – PUBLIC COMMENTS #1 (5 minutes each)
	6 – PUBLIC HEARINGS
	None
	7 – ACTION MATTERS
J	FY19 Social Services Part-Time Benefit Programs Specialist Position Upgrade to Full-Time and Addition of a New Full-Time Benefit Programs Specialist Position—Kim Mabe, DSS Director
K	FY19 Deputy Sheriff Career Development Plan and Pay Adjustments—Eric Hess, Sheriff, and Jessica Rice, Human Resources Manager
L	Registrar Work Hours, Pay, and Leave Adjustment—Jessica Rice, HR Manager
M	EMS Services Agreement—Cyndi Toler, Purchasing Officer
	7A – APPOINTMENTS
	Board, Commission, and Committee Appointments – Steven M. Nichols, County Administrator
Mc	<ul style="list-style-type: none"> Economic Development Authority (3) Piedmont Virginia Community College Board
	8 – PRESENTATIONS (normally not to exceed 10 minutes each)
N	None
	9 – CONSENT AGENDA
O	Budget Transfer for Unclaimed Body Charges—Eric Dahl, Deputy County Administrator/Finance Director
P	Project Agreement No. 2 – Property Appraisals for Zion Crossroads Water/Sewer System—Cyndi Toler, Purchasing Officer
Q	Project Agreement No. 4 – Amendment to Surveying for Zion Crossroads Water/Sewer System—Cyndi Toler, Purchasing Officer
	10 – UNFINISHED BUSINESS
R	VDOT SmartScale Applications – Alan Saunders, VDOT Residency Engineer

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11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Digitally signed by Steven
M. Nichols
Date: 2018.07.05 14:38:18
-04'00'

County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator’s Office at 591-1910.*

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 defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
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.

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

2018-2019 STRATEGIC INITIATIVES AND ACTIONS

A SERVICE DELIVERY	
A1	Work with FRA to identify support options for Fire and Rescue volunteers.
A2	Continue to research and evaluate county-wide broadband expansion opportunities.
A3	Hold review meeting on ordinance enforcement (trash, buildings, vehicles) with Health Dept., Planning, Building Inspections, Public Works, and County Attorney.
A4	Perform strategic review of existing and needed partnerships with local area support and other non-profit groups. (Needed? Effective? Consolidate resource contributions?)
A5	Improve partnership with the school system for shared use of county and school owned facilities.
A6	Identify and assess resident concerns about roadway and public safety issues, and coordinate with VDOT for appropriate actions.
A7	Initiate comprehensive review of the Hwy 53 corridor from Lake Monticello Road to Ruritan Lake Road (e.g., Safety improvements at LM Monish Gate; 3-way stoplight at Food Lion; sight improvement at Ruritan Lake Road and Hwy 53; etc.)
B COMMUNICATION	
B1	Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
B2	Marketing campaign to let residents know about accomplishments and where their tax dollars go.
B3	Meet with local Pastors to discuss effective communications and community support.
B4	Promote tax due dates, public hearings, etc., in FAN Mail.
B5	Expand County Website to receive, answer, and post questions from residents.
B6	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2018
B7	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2019
B8	Conduct 2019 Fluvanna County Residents Survey and analyze results.
C PROJECT MANAGEMENT	
C1	Continue Columbia area renewal efforts including improved enforcement of County/State codes and Health Department regulations.
C2	Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.
C3	Incorporate well-drilling logs provided by the Fluvanna Health Dept. into the county's geographic information system (GIS).
C4	Create master report and marketing plan regarding County tower assets and rental options.
C5	Investigate the use of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development.

C6	Create a County-wide overlay map showing utilities and other key features that support business growth and development.
C7	Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.
C8	Successfully oversee and manage Fluvanna County aspects of the James River Water Project.
C9	Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
C10	Pursue Phase II of Fork Union streetscape project.
D	ECONOMIC DEVELOPMENT AND TOURISM
D1	Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
D2	Develop a “This is Fluvanna County” video message to be shared with county citizens and businesses as well as use with county economic development initiatives.
D3	Coordinate development activity at Fluvanna’s northern border with Louisa County, including possible natural gas line along 250 and discussing “shared” parcels.
D4	Conduct 2018 local Business Climate Survey and analyze results.
D5	Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.
D6	Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.
D7	Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities
D8	Investigate allowing large lot subdivisions in A-1 as alternative to current cluster subdivisions. (Amend the zoning and subdivision ordinances to allow for varying lot sizes, from small clustered lots to large parcels suitable for continued farming and rural living.)
D9	Review higher density options between PDA and R4.
D10	Review options, pros, cons, costs, etc., of creating a “teaching farm” at PG Park,
E	FINANCIAL STEWARDSHIP AND EFFICIENCY
E1	Review local business license/registration options and pros/cons.
E2	Reduce the County’s reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.
E3	Create monthly Treasurer’s Report for BOS Package and quarterly in-person briefing on the data.
E4	Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
E5	Expand Fluvanna County Website Data Dashboard with key metrics.
E6	Implement easy to access electronic format code of ordinances (MuniCode or similar).

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

Meeting Date:	July 11, 2018				
AGENDA TITLE:	FY19 Social Service Change Part-Time Benefit Programs Specialist Position to Full-Time and Add New Full-Time Benefit Programs Specialist Position				
MOTION(s):	<p>I move the Board of Supervisors approve to change a part-time Benefit Programs Specialist position to a full-time position and add a new full-time Benefit Programs Specialist III position with the State contribution being \$78,399 and the County contribution being \$0 in FY19, and approve to accept the supplemental appropriation of \$78,399 from State funds.</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kim Mabe, Social Services Director				
PRESENTER(S):	Kim Mabe, Social Services Director				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> • Social Services received an additional State allocation of \$78,399 to assist with the increased volume of Medicaid applications due to Medicaid expansion. • The allocation of \$78,399 does not require a local match for FY19. • There will be a local match of 15.5% or \$12,152 in FY20. • This is a permanent allocation. • These funds will be used to upgrade an existing part-time Benefit Programs Specialist position to full-time with benefits and to establish a new full-time Benefit Programs Specialist III position. 				
FISCAL IMPACT:		Salary	Benefits	TOTAL	
	CURRENT (PT)	\$ 14,595	\$ -	\$ 14,595	
	PROPOSED (FT)	\$ 29,190	\$ 12,233	\$ 41,423	
	SHORTFALL			(\$ 26,828)	
	PROPOSED NEW (FT)	\$ 31,285	\$ 15,484	\$ 46,769	
	SHORTFALL			(\$ 46,769)	
	TOTAL SHORTFALL			(\$ 73,597)	
	Add'l State Funding			\$ 78,399	
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Additional Allocations for Local Staff and Operations				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	



COMMONWEALTH of VIRGINIA

DEPARTMENT OF SOCIAL SERVICES

MEMO

To: Local Department of Social Services

From: Michael Gump, Chief Financial Officer
Ida Witherspoon, Budget Director

Re: Additional Allocations for Local Staff and Operations

Date: June 8, 2018

On May 30, the Virginia General Assembly passed a FY 2019-2020 biennium budget that included Medicaid expansion. Additional administrative funding to assist with the increased volume of Medicaid applications was provided for the equivalent of approximately 300 new local benefit programs specialist positions. With local match, the total to be allocated is approximately \$21.5M.

Local allocations were determined using three equal factors:

- Distribution of current funding versus current workload for benefit programs specialists
- Projected increase in workload due to Medicaid expansion (minimum allocation of \$45,000)
- Historical staff and operations (budget lines 855 and 858) spending

Fluvanna County's FY 2019 share of the total to be allocated is \$78,399.

In FY 2019, Medicaid expansion funding will be available in **budget line 849, Local Staff and Operations – No Local Match**, when LASER opens for June on July 18, 2018. As stated in the guidance memo dated May 2, 2018, **this funding will not require a local match for FY 2019 only.**

These funds are to be used for any activity related to Medicaid expansion such as hiring staff, procuring office space and furniture, training, etc. that would otherwise be reimbursable under budget line 855. This will allow localities time to increase staffing where needed prior to the implementation of Medicaid expansion and to request funding

for local match from their local boards for FY 2020. Medicaid expansion funding will become part of base budget line 855 allocations beginning in FY 2020 and will require a 15.5 percent local match.

If you have any questions, please contact Budget Analysts Kim Conner at kim.conner@dss.virginia.gov or 804-726-7262 or LaTonya Williams at latonya.williams@dss.virginia.gov or 804-726-7260.

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

MEETING DATE:	July 11, 2018				
AGENDA TITLE:	FY19 Deputy Sheriff Career Development Plan and Pay Adjustments				
MOTION(S):	<p><u>MOTION #1</u> I move to approve the Sheriff's Office FY19 Deputy Sheriff Career Development and Pay Plan, as presented.</p> <p><u>MOTION #2</u> I move to ratify a payment to Deputy Keith Ayers in the amount of \$15,092.22, less tax and retirement deduction costs, for underpayment of Master Deputy Certification for Fiscal Years 2015 through 2018 and special pay from April 2018 through June 2018, with such funds to come from the FY18 Sheriff's Office Personnel Budget vacancy savings.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Eric Hess, Sheriff, and Jessica Rice, Human Resources Manager				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<p>For FY19, the Sheriff's Office has established specific criteria for promotion from Deputy (Probational) up to Deputy Sheriff III, and for payment of certain primary, secondary, and temporary assignment pays.</p> <p>In addition, during an audit of Sheriff's Deputy pay records, we identified an underpayment to Deputy Keith Ayers, primarily due to an administrative error in calculating his Master Deputy Certification pay for FY15-18. The back pay of \$15,092.22, less tax and retirement deduction costs, was paid on June 29, 2018.</p>				
FISCAL IMPACT:	Total amount of back pay will come from existing FY18 Sheriff' Office Personnel Budget.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

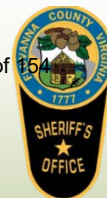
ENCLOSURES:	Briefing				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	



FY19 Deputy Sheriff Career Development and Pay Plan

July 11, 2018

FY19 Deputy Position Requirements



Pay Band 12	Probationary Deputy: <ul style="list-style-type: none">• Entry level
Pay Band 13	Deputy Sheriff 1: <ul style="list-style-type: none">• 12 months active law enforcement service• 1 Primary training (LEO or CSCP) completed
Pay Band 14	Deputy Sheriff 2: <ul style="list-style-type: none">• 24 months active law enforcement service as a Deputy 1• 1 Primary and 1 Secondary training completed
Pay Band 15	Deputy Sheriff 3: <ul style="list-style-type: none">• 5 years of cumulative law enforcement service• 1 Primary and 2 Secondary trainings completed

Primary/Secondary Certifications



- **Primary**

- Law Enforcement Officer (LEO)
- Jail/Court Security-Civil Process (CSCP)

- **Secondary**

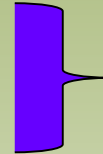
- Law Enforcement Officer (LEO)
- Court Security/Civil Process (CSCP)
- School Resource Officer (SRO)
- Animal Control Officer (ACO)

* Unless criteria not met for higher pay band

Temporary Assignment Certifications

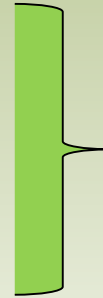


- **Master Deputy (5)**



\$3,300 per year

- **Field Training Officer (4)**
- **Range Master (1)**
- **Motor Officer (1)**



- **CSCP***
- **DARE**
- **Detective 1**
- **General Instructor**



\$500 per year

* Unless used for promotion to higher pay band

Deputy Position Changes (Eff. July 1, 2018)

Last Name	First Name	Current Position	Current MUNIS PB	Correct Position	Correct MUNIS PB
BRENNAN	SEAN	DEPUTY SHERIFF III (ANIMAL CONTROL)	15	DEPUTY SHERIFF II (ANIMAL CONTROL)	14
KOCZAN	LESLIE	DEPUTY SHERIFF III	15	DEPUTY SHERIFF II	14
SHERIDAN	PAUL	DEPUTY SHERIFF III (ANIMAL CONTROL)	15	DEPUTY SHERIFF II (ANIMAL CONTROL)	14
SHIFLETT	TIMOTHY	DEPUTY SHERIFF III	15	DEPUTY SHERIFF II	14
STEPPE	LACORIE	DEPUTY SHERIFF III	15	DEPUTY SHERIFF II	14
WOOD	PATRICK	DEPUTY SHERIFF III	15	DEPUTY SHERIFF II	14
AYERS	KEITH	DEPUTY SHERIFF II	14	DEPUTY SHERIFF I	13
TAYLOR	KEVIN	DEPUTY SHERIFF II	14	DEPUTY SHERIFF I	13

Temporary Assignment Certifications (Eff. July 1, 2018)



- **Master Deputy (\$3,300)**

- Brennan, Sean
- Morrison, Richard
- Steppe, Lacorie
- Thornton, Tyler
- Wood, Patrick

- **FTO (\$1,000)**

- Greene, Joshua
- Martin, Craig
- Proffitt, Stephan
- Wood, Patrick

- **Range Master (\$1,000)**

- Proffitt, Stephan

- **Motor Officer (\$1,000)**

- Martin, Craig

- **CSCP (\$500)**

- Ayers, Trevaughn
- Bishop, Frankie
- Fielding, Henry
- Greene, Joshua
- Henson, Barbara
- Luevano, Valerie
- Martin, Craig
- Peterson, Sean
- Rensch, Thomas
- Shiflett, Timothy
- Taylor, Kevin
- Varga, Mathias
- Worley, Lewis

- **DARE (\$500)**

- Koczan, Leslie
- Steppe, Lacorie

- Brandon, Curtis
- Brennan, Sean
- Martin, Craig
- Morrison, Richard
- Peterson, Sean
- Proffitt, Stephan
- Rensch, Thomas
- Shiflett, Timothy
- Wood, Patrick
- Bishop, Frankie
- Bryant, Brandon
- Morrison, Richard
- Varga, Mathias

Cancelled Temporary Assignment Certifications (Eff. July 1, 2018)



- **Master Deputy (\$3,300)**

- Ayers, Keith
- Martin, Craig

- **ACO (\$500)**

- Brennan, Sean
- Sheridan, Paul
- Wood, Patrick

- **SRO (\$500)**

- Koczan, Leslie
- Steppe, Lacorie

- **CIT (\$500)**

- Varga, Mathias



Questions?

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

MEETING DATE:	July 11, 2018				
AGENDA TITLE:	Registrar Work Hours, Pay, and Leave Adjustment				
MOTION(S):	<p><u>MOTION #1</u> I move to ratify the change of regular work hours for full-time Registrar's Office staff from 37.5 hours per week to 40 hours per week, effective June 25, 2018, with the required \$1,657.50 in funding to come from the FY19 Personnel Contingency Budget.</p> <p><u>MOTION #2</u> I move to ratify a 6.25% pay increase for Joyce Pace, Director of Elections/General Registrar, for a change of regular work hours from 37.5 hours per week to 40 hours per week, effective June 25, 2018, with the required \$3,616.10 in funding to come from the FY19 Personnel Contingency Budget.</p> <p><u>MOTION #3</u> I move to ratify the accrual of annual leave for Joyce Pace, Director of Elections/General Registrar, at the established rate, retroactive to March 18, 2018, and further move to authorize a starting annual leave balance of 187.5 hours.</p> <p><u>MOTION #4</u> I move to ratify the accrual of sick leave for Joyce Pace, Director of Elections/General Registrar, at the established rate, retroactive to March 18, 2018, and further move to authorize a starting sick leave balance of 324 hours.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	Approval				
TIMING:	Current				

DISCUSSION:	The changes contemplated are in compliance with BOS Personnel Policy and State Code. Discussion attached.				
FISCAL IMPACT:	\$ 5,273.60 for FY19, plus benefit costs; to be covered from FY19 Personnel Contingency				
POLICY IMPACT:	Follows BOS County Office working hours policy established in 2000, and Virginia Code § 24.2-111. Compensation and expenses of general registrars				
LEGISLATIVE HISTORY:	Follows BOS County Office working hours policy established in 2000, and Virginia Code § 24.2-111. Compensation and expenses of general registrars				
ENCLOSURES:	Discussion and pay chart				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX			XX	Elec. Board

**Fluvanna County Registrar's Office
OFFICE HOURS, WORK HOURS, PAY, AND LEAVE**

Updated: June 18, 2018

OFFICE WORK HOURS

Current:

8:30 am and 4:30 pm

Planned:

8:30 a.m. to 5:00 pm (half-hour lunch)

- *Starting June 25, 2018; published hours at date TBD*

PAY AND LEAVE PERSONNEL ACTIONS

Joyce Pace

Date of Employment:

March 21, 2003

Years of Service:

15 years, 3 months (As of June 2018)

Pay

Begin regular 40 Hour Week:	June 25, 2018	(first FY19 pay period)
FY19 Base Salary Adjustment:	6.25% pay increase	(starting June 25, 2018)
Change to Pay Band 19:	Effective FY19	(starting June 25, 2018)
FY19 COLA Increase:	2.00% pay increase	(starting June 25, 2018)

Annual Leave

Pre-Load Annual Leave: **240 hours** (240 – 52.5 leave taken during FY18)

Begin Annual Leave Accrual: **14 hours per month** (21 days/year - 240 hrs max)

- *Based on 15 year employee policy*
- *Accrual retroactive to March 18, 2018, pay period*

Sick Leave

Pre-Load Sick Leave: **324 hours** (~ eight weeks)

- *240 hours (6 weeks); Covers the Short-term Disability period until eligible*
- *84 hours (2+ weeks); Covers amount equal to \$2,500 max leave sell back*

Begin Sick Leave Accrual: **8 hours per full month worked** (No accrual limit)

- *Based on Full-time employee policy*
- *Accrual retroactive to March 18, 2018, pay period*

ANNUAL AND SICK LEAVE DISCUSSION

- A. Registrar does not currently accrue or report Annual Leave or Sick Leave.
- B. Should be handled like any other County, Agency, or Constitutional Office employee per Virginia code.

§ 24.2-111. Compensation and expenses of general registrars

The General Assembly shall establish a compensation plan in the general appropriation act for the general registrars. The governing body for the county or city of each general registrar shall pay compensation in accordance with the plan and be reimbursed annually as authorized in the act. **The governing body shall be required to provide benefits to the general and assistant registrars and staff as provided to other employees of the locality,** and shall be authorized to supplement the salary of the general registrar to the extent provided in the act.

Each locality shall pay the reasonable expenses of the general registrar, including reimbursement for mileage at the rate payable to members of the General Assembly. In case of a dispute, the State Board shall approve or disapprove the reimbursement. Reasonable expenses include, but are not limited to, costs for: (i) an adequately trained registrar's staff, including training in the use of computers and other technology to the extent provided to other local employees with similar job responsibilities, and reasonable costs for the general registrar to attend the annual training offered by the State Board; (ii) adequate training for officers of election; (iii) conducting elections as required by this title; and (iv) voter education.

County Attorney comments:

- It appears to me that the highlighted language of the statute makes it mandatory for the board to provide these leave and other benefits to the registrar. Accordingly, I think your suggestion that the registrar be provided with such leave based on the length of her service to date and thence ongoing is appropriate. Inversely, I think this means that, as you explained, the registrar will be required to note leave taken with the HR department.

ANNUAL AND SICK LEAVE DISCUSSION

					CURRENT	POTENTIAL	Jul 1st COLA
Position	Cat	Min	Mid	Max	37.5 Hrs/Wk (1,950 hrs/yr)	40 Hrs/Wk (2,080 hrs/yr) 6.25% Increase	40 Hrs/Wk (2,080 hrs/yr) 2.00% Increase
Registrar (PB-18)	Annual	\$47,660	\$59,575	\$71,490	\$ 57,857.56	\$ 61,473.66	\$ 62,703.13
Registrar (PB-19)	Annual	\$50,519	\$63,149	\$75,779			
Assistant Registrar (PB-7)	Annual	\$26,198	\$32,748	\$39,297	\$ 24,862.50	\$ 26,520.00	\$ 27,050.40
	Hourly	\$12.60	\$15.74	\$18.89	\$ 12.75	\$ 12.75	\$ 13.01
Annual Total					\$ 82,720.06	\$ 87,993.66	\$ 89,753.53
Annual Increase (Pace)						\$ 3,616.10	\$ 1,229.47
Annual Increase (Pili)						\$ 1,657.50	\$ 530.40

Plus benefit costs

Increases to be covered from FY19 Personnel Contingency

Local Area Registrar Salaries

County	Population	2018 Salary	\$ Per Capita	NOTES
Fluvanna	26,467	\$57,858	\$2.19	Current State minimum for Fluvanna - \$51,059
Buckingham	16,957	\$53,374	\$3.15	
Cumberland	9,861	\$48,791	\$4.95	
Goochland	22,705	\$65,000	\$2.86	
Greene	19,985	\$45,557	\$2.28	As set by the State
Louisa	35,035	\$63,658	\$1.82	Base salary is \$51,059 and we supplement it by \$12,599.40.
Madison	13,190	\$50,144	\$3.80	
Nelson	14,858	\$52,988	\$3.57	
Orange	34,521	\$56,798	\$1.65	
Powhatan	29,166	\$60,857	\$2.09	A proposed increase of \$7,500 is also in the budget for her salary for FY19.
AVERAGE	21,809	\$55,241	\$2.91	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	July 11, 2018				
AGENDA TITLE:	EMERGENCY MEDICAL SERVICES AGREEMENT				
MOTION(s):	I move the Board of Supervisors approve the agreement between Fluvanna County, Delta Response Team LLC, and the Fluvanna Rescue Squad, Inc., for Emergency Medical Services and associated support, and further authorize the County Administrator to execute the agreement subject to the County Attorney review, update, and approval as to form.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
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:	recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • In March 2018 an RFP was issued for County Contracted EMS Services • Committee chosen to review RFP Responses <ul style="list-style-type: none"> ○ Steve Nichols, County Administrator ○ Debbie Smith, Emergency Management Coordinator ○ Lewis Worley, Deputy Sherriff, Fluvanna Rescue Volunteer, Lake Monticello Fire Volunteer ○ Jon Apperson, Louisa County Deputy Chief of Fire Operations, Palmyra Fire Volunteer • Responses received April 26, 2018 • 6 Responses Received • 4 Chosen to return for in person interviews <ul style="list-style-type: none"> ○ American Medical Response (AMR) ○ Delta Response Team (DRT) ○ Emergency Services Solutions (ESS) ○ UVA • DRT received the highest initial scoring by the committee <ul style="list-style-type: none"> ○ The committee chose to bring them back for a second interview ○ The committee thoroughly vetted all references given as well as some additional sources ○ DRT has been working EMS in Buckingham and Appomattox Counties ○ Relatively new company with 8 years in business ○ Both owners are active volunteers in their local rescue squad and have offered services to assist Fluvanna in boosting its volunteer membership ○ DRT has a very structured organization, they have developed an app which tracks the check sheets and processes employees must follow 				

	<p>when on duty</p> <ul style="list-style-type: none"> ○ Our current contract crew runs its employees on 12 hour shifts ○ DRT will run 24 hour shifts <ul style="list-style-type: none"> ▪ This will assist in reducing fatigue in providers ▪ 24 hour shifts also reduces potential need for overtime ○ DRT is able to provide a second crew when the need arises with a minimum 12 hour notice ○ DRT is also able to offer use of their ambulances, either on a short term or long term basis (cost of \$5,000 per month) <ul style="list-style-type: none"> ● Agreement Costs <ul style="list-style-type: none"> ○ One ALS Crew – \$438,000 annually for Years 1-2 (\$36,500 monthly) ○ One ALS Crew – \$451,140 annually for Years 3-5 (\$37,595 monthly) ○ Second ALS Crew - \$700 per 12 hour shift for Years 1-2 (as needed) ○ Second ALS Crew - \$721 per 12 hour shift for Years 3-5 (as needed) ● Optional Costs <ul style="list-style-type: none"> ○ Second ALS crew - \$175,000/year - 12 hour shift, Mon – Fri days (\$14,583.33 Monthly) ○ Billing and Claim Review Services - \$2,500 Monthly ○ Providing equipped ambulance (contractor use) - \$5,000 Monthly ○ EMS Consulting Services - \$500 Monthly 				
FISCAL IMPACT:	\$600,000 is budgeted in FY19 for this service; expected FY19 budget savings of \$162K, with savings in out years, as well.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	EMS Agreement and Exhibits 1-3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS EMERGENCY MEDICAL SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of the ____ day of _____, 201__ by and between the **COUNTY OF FLUVANNA**, a political subdivision of the Commonwealth of Virginia (the “County”); **DELTA RESPONSE TEAM LLC**, a Virginia limited liability company (the “Contractor”); and the **FLUVANNA RESCUE SQUAD, INCORPORATED** (the “Fluvanna Rescue Squad”).

WITNESSETH

WHEREAS, the Fluvanna Rescue Squad (the “Rescue Squad”) is a volunteer agency, provides emergency medical services including without limitation, Basic Life Support (“BLS”) and Advanced Life Support (“ALS”), in Fluvanna County, Virginia, and to surrounding jurisdictions through mutual aid agreements;

WHEREAS, the Rescue Squad has an Operating Medical Director (“OMD”);

WHEREAS, the County desires that Contractor provide emergency medical services staff for the County and the Rescue Squad for the provision of rescue squad medical services as more specifically set forth in this Agreement;

WHEREAS, the County desires the option to purchase as needed other staff emergency medical services and related services for the County and the Rescue Squad for the provision of rescue squad and other medical support services as more specifically set forth in this Agreement;

WHEREAS, the County issued a Request for Proposals #2018-04 for Emergency Medical Services on the 15th day of March, 2018, amended by Addendums #1, #2 and #3 (as amended, the “RFP”) which RFP was incorporated into the Proposal. All terms defined in the RFP have the same meaning when used herein unless the context requires otherwise;

WHEREAS, the Contractor submitted a Proposal to the RFP dated the 17th day of April 2018, (the “Proposal”) which includes the RFP and is attached hereto as **Exhibit 1** and incorporated hereto by reference as a material part of this Agreement;

WHEREAS, the Contractor also submitted a letter regarding its optional services on May 30th, 2018 (the “Optional Services Letter”) which is attached hereto as **Exhibit 2** and incorporated hereto by reference as a material part of this Agreement; and

WHEREAS, Contractor desires to perform such services for the County and Contractor’s staff are licensed and qualified to perform such services;

NOW, THEREFORE, the Contractor, Fluvanna Rescue Squad and the County for good and valuable mutual consideration, the sufficiency of which is hereby acknowledged, agree to the following terms and further agree that the foregoing recitations are incorporated herein as material provisions of the Agreement:

I. SCOPE OF SERVICES: The Contractor will staff the County with emergency medical services providers (“EMS Providers”) for providing the following rescue squad services: (i) the services described as “One ALS Crew – full time 24 hr” on page 14 of the Proposal (the “Full-time Crew Services”); (ii) from time to time, as needed by the County, and upon at least 12 hours’ notice from the County to the Contractor, those services described as “One ALS Crew for a 12 hour shift” on page 15 of the Proposal (the “As-Needed Services”); and (iii) any Optional Services, as defined below, upon the written request of the County and upon reasonable notice as described herein. Collectively, the Full-time Crew Services, any As-Needed Services and any Optional Services are collectively referred to herein as the “Services”. The Contractor agrees to provide at least forty-five (45) days’ prior to Commencement Date of the Term, as defined in Article V, all documentation, records and certifications required to be provided by the Contractor to the County, Fluvanna Rescue Squad and/or the OMD under the RFP and Proposal.

The Contractor shall provide all services, work, labor, supervision, training, support, design, equipment, tools, and materials to complete the Services and all Services shall: (i) be completed so as would pass without exception in the industry, (ii) comply with applicable law; and (iii) meet or exceed all requirements and provisions of this Agreement, the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors (being a part of the RFP and Proposal) (hereinafter referred to as the “General Terms”), the RFP (and specifically, but without limitation, as set forth in Section 3 of the RFP), the Proposal (and specifically, but without limitation, as set forth in pages six through sixteen of the Proposal), and, if applicable, the Optional Services Letter.

The County is not purchasing at this time the following: (i) the “Proposed Cost – Optional 2nd Crew” as set forth on page 16 of the Proposal; or (ii) any of the services or items set forth in the Optional Services Letter (collectively (i) and (ii) are referred to as the “Optional Services”). During the Term, the County upon 30 days’ written notice to the Contractor may elect to purchase any of the Optional Services for the price set forth in the Proposal or Optional Services Letter, as applicable.

The Contractor is to direct the EMS Providers to perform Services out of the Fluvanna Rescue Squad’s Palmyra station. From time to time, upon reasonable notice to the Contractor, the County may direct that Services be performed out of a different rescue squad location in the County of Fluvanna. The County or Fluvanna Rescue Squad may appoint a new OMD from time to time upon notice to the other parties hereto. The parties hereto agree to execute an amendment to this Agreement to add another rescue squad as a party hereto upon the reasonable request of the County if the County deems the same appropriate owing to any changes allowed under this paragraph.

II. EMS PROVIDERS: The Contractor, represents, warrant and agrees that throughout the Term (as defined in Article V), all Services, including without limitation all EMS Provider provided by Contractor, shall be in strict compliance with all requirements of the RFP, Proposal and this Contract; and any failure to comply with such requirements shall be a material breach by Contractor of this Agreement. In the event that the RFP or Proposal requires the Contractor to notify or provide supplemental information of any kind to the County, OMD, or the Rescue Squad, such party shall be notified and such supplemental information shall be provided as soon as reasonably practicable or prior to any due date set forth in such RFP or Proposal, whichever is sooner, time being of the essence.

In addition to the requirements of this Agreement, the RFP and Proposal, the Contractor agrees the EMS Providers will perform their duties within the confines of the Rescue Squad's OMD guidelines, as well as be compliant with County and Fluvanna Rescue Squad's operational procedures which the County and Fluvanna Rescue Squad has provided to Contractor.

III. COSTS AND PAYMENT: Services shall be billed in accordance with the pricing set forth on pages 14, 15 and 16 of the Proposal and the Optional Services Letter. The County shall pay the Contractor for:

- the Full-time Crew Services – as described more specifically on page 14 of the Proposal
 - \$36,500.00 per month during the first two years of the Term; and
 - \$37,595.00 per month during the third, fourth and fifth year of the Term.
- the As Needed Services – as described more specifically on page 15 of the Proposal, if any are requested by the County and actually provided,
 - \$700.00 for one ALS Crew for a 12-hour shift during the first two years of the Term; and
 - \$721.00 for one ALS Crew for a 12-hour shift during the third, fourth and fifth year of the Term.
- Optional Services – only if any are requested by the County and actually provided. The cost of any Optional Services which per the Proposal increase in cost in the third year of the Term, shall cost the same in the fourth and five years of any Term as in the third year.

The Contractor must send the County invoices monthly for the Services provided in arrears during the Term. All such payments shall be made in accordance with Section 47 "Payment" of the General Terms, defined below in Section IV. Contractor shall provide invoices for the Services as such are completed and payment shall be made in accordance with Section 47 "Payment" of the General Terms, defined below in Section IV, and in no event, shall Contractor be paid prior to the completion of the services to the sole satisfaction of the County.

Any Services for a partial month shall be prorated.

IV. OTHER CONTRACT TERMS: The General Terms are specifically incorporated herein by reference as a material part of this Agreement. Contractor agrees to the terms of that Business Associate Confidentiality and Non-Disclosure Agreement attached hereto as **Exhibit 3** and specifically incorporated herein by reference as a material part of this Agreement. Where any of the provisions of this Agreement and any exhibits hereto directly conflict with one another, the following shall be the order of precedence: (i) Agreement; (ii) General Terms, (iii) RFP; (iv) Proposal; and (v) Optional Services Letter. With (i) controlling over (ii), (iii), (iv) and (v); (ii) controlling over (iii), (iv) and (v), and so forth. Whenever possible the Agreement and exhibits shall be read together.

V. PERIOD OF PERFORMANCE: The Full-time Crew Services shall commence at 7:00 am on October 1, 2018 (the "Commencement Date") and shall continue for one (1) calendar year (the "Initial Term"). The Full-time Crew Services shall automatically renew annually for four (4) additional one (1) year renewal terms thereafter (each a "Renewal"); unless the County

notifies the Contractor of its intention not to renew prior to the end of the Initial Term or the applicable Renewal term. Term shall mean the Initial Term and any Renewals. During the Term, the Contractor agrees to provide all requested As Needed Services and Optional Services required by the County under this Agreement. If the Services are terminated for any reason during the Term, Services shall be prorated based upon the date of termination and the County shall only pay for Services actually requested and rendered to the sole satisfaction of the County prior to said termination. Any amounts prepaid for Services shall be refunded to the County by the Contractor within thirty (30) days of any termination of this Contract. Nothing herein shall restrict the County's rights to terminate under the General Terms.

VI. MISCELLANEOUS: The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Contract, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Contract, together with exhibits hereto, contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Contract. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

County:

Fluvanna County
 ATTN: Debbie Smith
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 Telephone: (434) 591-1910
 Fax: (434) 591-1911

With a copy to:

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

Contractor:

Delta Response Team LLC
 P.O. Box 2225
 175 West Ridge Lane
 Appomattox, VA 24522
 Telephone: (833) 378-7828

EXHIBIT 1



Emergency Medical Services

COUNTY OF FLUVANNA RFP # 2018-04



Delta Response Team

PO Box 2225
175 West Ridge Lane
Appomattox, VA 24522
833-378-7828
info@deltaresponseteam.com



DELTA RESPONSE TEAM, LLC
PO Box 2225
Appomattox VA 24522
Phone: (434) 665-6069 Fax (434) 352-5754

County of Fluvanna
Cyndi Toler, Purchasing Officer
132 Main Street
PO Box 540
Palmyra, VA 22963

Ms. Toler,

We have reviewed your proposal request and feel certain we can meet your requirements and exceed expectations! We are confident that you will find our staff to be professional, proactive, self-driven and well trained in emergency environments. With competitive pay and a complete employment benefits package, we are able to attract superior staffing that will ensure low turnover and a more stable staff at your facility. Our management staff will be available to you twenty-four hours a day and will have a hands-on approach to supervising the staff.

Please review the attached proposal. If we are selected to provide the staffing, we would like to meet with you as soon as possible to lay out the day to day expectations. We would also like to become familiar with your equipment to guarantee our staff is properly trained prior to the contract start date. Please feel free to contact us with any additional questions or concerns. We would be honored if you would consider Delta Response Team for your staffing needs.

Blessings,

Susan G. Walton, CCEMT-P

President

swalton@deltaresponseteam.com

Our History

Delta Response Team was established in 2010 with two providers and an ambulance. Our goal from the beginning was to help provide a better Emergency and Non-Emergency Ambulance service to the rural parts of Central Virginia. We approach the field in a proactive manner, always striving to ensure our patient care is exemplary and our equipment is second to none. We have grown very quickly over the past few years to accommodate the growing needs of various rural communities. Since our inception, we have grown to over 70 employees, serving five locations with 14 ambulances and several different types of services provided. We render all levels of emergency and non-emergency service, EMS Agency Staffing, Critical Care transportation and EMS Standby service for many different types of events. We opened our original station in Appomattox in 2010. Appomattox is still our base of operations and the home to our administration, dispatch and billing staff. We just recently moved into our newly constructed headquarters. In 2014, we opened a station in Lynchburg and a station in Farmville. Each of these stations offer Emergency and Non-Emergency services. In 2016, we started providing EMS Staffing Services to the Buckingham County Rescue Squad and most recently in 2017 we opened a station in the Richmond area. Over the years we have provided EMS services to many different organizations. During this growth, we have implemented extensive in-house improvement and infrastructure, creating a complete system of human resources, computer aided dispatch, staff supervision and training. Establishing all of this has maintained a great work environment for our employees and ultimately the best care possible for our patients.

Our management team has an extensive background in Rural Emergency Rescue Service and we pride ourselves on successfully restoring an active volunteer rescue squad in Appomattox County as well as assisting other volunteer squads in the area. We feel we offer an unparalleled ability to assist Fluvanna County Rescue Squad due to our experience with squad management. Every member of our operations team runs regular field calls, keeping us in touch with the daily operations and job performance of each employee. We have created a very hands-on management team to ensure the best possible patient interactions.

Our Mission

Delta Response Team will provide swift response to patients in need of emergency or standard transport to hospitals or other facilities in an atmosphere in which patients will feel comfortable that they are in the hands of confident, trained, experienced, professional and friendly providers. DRT will provide the highest quality pre-hospital and inter-hospital medical transportation for our patients with the highest standards of safety, patient care, and customer service. We strive to place the “quality” and “care” back into medical transportation.

Our Commitment

Providing prompt, reliable, friendly, and convenient service. We place total focus on patient comfort and safety. We treat our patients with utmost respect, as if they are family. Crews are carefully screened for personalities compatible with our company philosophy. Units operate 24 hours a day, 7 days per week throughout the Central Virginia area.

Management Summary

The management philosophy of Delta Response Team is based on respect for each of our fellow employees, respect for every customer, and individual responsibility. DRT's success is dependent on the precise care and compassion given to every patient. DRT will treat every patient like a member of our own family or loved ones. We will hire only those whom demonstrate the qualities necessary for working in a nurturing environment, and who possess the knowledge and experience of a seasoned provider. We only hire the ultimate "people persons."

Our Management Team

Our Management Team brings years of combined and diversified expertise in EMS, Business, Management, and Team Leadership. Every day, we strategize to help our company grow; and guide our EMS staff to provide exceptional service to every patient, every time.

Susan Walton - Owner/President

CCEMT-Paramedic

Susan has three Associate's Degrees from Central Virginia Community College. They include an Associate in Applied Science Degree with a major in Emergency Medical Services - Paramedic, an Associate in Arts & Science Degree with a major in Business Administration and an Associate in Arts & Sciences Degree with a major in General Studies. She has been an Emergency Medical Technician since 2002 and obtained her National Registry Emergency Medical Technician Paramedic in 2008. She obtained her Critical Care and Advanced Paramedic Certifications in 2012. She is a Virginia State certified Education Coordinator, and also has her AHA BLS First Aid & CPR Instructor Certifications. She also is currently certified in Advanced Cardiac Life Support, Advanced Pediatric Life Support, International Trauma Life Support, Emergency Vehicle Operator Certification and CPR. Susan has extensive business experience, previously managing a large company for over 20 years. She has been the Captain of the Appomattox County Rescue Squad for the last 9 years, and also a vital volunteer for the last 17 years. She serves on numerous Emergency Medical Services boards, including the Board of Directors for the Blue Ridge Office of EMS (BREMS). Susan was also awarded Outstanding EMS Administrator of the Year Award in 2009 and 2016 by the Blue Ridge Office of EMS Counsel.

Tom Walton - Vice President**NREMT-Intermediate**

Tom attended Central Virginia Community College and majored in Architecture. He obtained his Emergency Medical Technician Certification in 2007 and obtained his EMT-Enhanced Certification in 2008. He obtained his EMT-Intermediate through UVA in 2010. He has been a member of the Appomattox County Rescue Squad for the last 10 years. He is currently the 2nd Lieutenant for the Appomattox Rescue Squad, which is a position he has held for many years. His Certifications also include Advanced Cardiac Life Support, Pediatric Advanced Life Support, Emergency Vehicle Operator Certification, Infection Control Officer, Basic Disaster Life Support and CPR Instructor.

Matt Millner - Field Supervisor**CCEMT-Paramedic**

Matt has an Associate's Degree from the Jefferson College of Health Sciences in Fire & EMS Technology, an Associate's Degree from CVCC in Emergency Health Sciences -Paramedic and a Bachelor's Degree from Waldorf College in Fire Science Administration. Matt is currently pursuing his Master of Arts, majoring in Organizational Leadership with a minor in Emergency Management Leadership through Waldorf University. He is a charter graduate of the Managing Officer Program through the National Fire Academy. He holds certification as a Critical Care Paramedic and is a Tech Rescue Specialist serving as a Team Leader for Region III Technical Rescue in the Commonwealth of Virginia. He has been a Station Captain for four years for Lynchburg Fire Department and prior to that, served as a Captain in their Training Division. Matt joined our Team to serve as the EMS Field Supervisor in 2015. Matt has been instrumental in new project development and overall supervision of each DRT location.

Competitive Edge

Delta Response Team's competitive edge is our unique combination of services, location, exceptional skill level and patient oriented focus. Both the extraordinary services combined with the extensive management knowledge base sets DRT apart from the rest. DRT has set out since its inception to provide outstanding quality and dependable, premier services. The Team has an innovative training program that is extensive in its depth, properly training employees to provide an unprecedented level of medical care and outstanding customer service. All patients and customers will leave DRT with a feeling that the care they received was well beyond any expectations that they previously had and far better than any competitor.

Services Provided

Delta Response Team provides both Non-Emergency and Emergency ambulance transport throughout Central Virginia and beyond. A wide range of services are available including Advanced Life Support, Basic Life Support, and Critical Care including items such as Ventilator Management. In addition, DRT provides career staffing and event standby services.

Customer Profile

Emergency & non-emergency ambulance transport customers vary from numerous county EMS systems, regional & community hospitals, nursing homes, doctor's offices, dialysis centers, prisons, and commercial & private insurance carriers. DRT currently handles over 13,000 calls per year. Event stand-by customers include NASCAR, rodeos, motorcross, colleges & universities, high schools, recreational youth sports, and National Park Service.

Career Staffing Experience

Buckingham County

Delta Response Team has provided EMS Staffing to the Buckingham County Rescue Squad since 2016. We provide one Advanced Life Support crew 24 hours a day, 7 days a week as well as a second Advanced Life Support crew - 12 hours a day, Monday thru Friday. We have worked very closely with the squad's leadership to improve patient care in the county and greatly improved the relationship between the career and volunteer staff. With our background in rural volunteer EMS we have been able to advise Buckingham Rescue on many operational issues as well as improve patient billing and the overall financial performance of the squad. We understand that running an EMS agency is a business and that billing recovery is paramount. Our crews are trained on proper report writing to assure a billable report is written each time. Our assigned station captain has become instrumental in the patient care report review and billing process for the squad. We have also worked with the squad numerous times to provide training to the volunteer staff and we encourage their volunteers to ride along with and learn from our staff. The days of an all-volunteer system are gone but our goal is to encourage a supplemental volunteer staff whenever possible.

Appomattox County

Since our inception in 2010, Delta Response Team has been second due for EMS calls in Appomattox County. DRT has worked very closely with Appomattox County Rescue Squad in all forms of EMS operations from patient care, to billing, and training. Delta Response Team frequently provides ALS assistance to Appomattox County as well as provides career staffing for the Appomattox County Rescue Squad. With the assistance of Delta Response Team, the Appomattox County Rescue Squad covers 99.9% of the EMS calls in their first due area. This partnership has greatly improved response times and patient care in the county.

The following is a breakdown of the RFP (Section 3) with responses:

3. Scope of Services

3.1 “The County is soliciting proposals from qualified Offerors to provide certified EMS provider staffing for emergency medical services in the County. Contractor’s staff will work hand in hand with 3 volunteer members of the Rescue Squads during all services to be rendered under this RFP. Offeror and its staff must be certified EMS providers under Virginia Code Section 32.1-111.5 and must possess all skills, education and training to perform the services contemplated by this RFP including without limitation, all required licensures, certificates, education, demonstrated EMS expertise (subject matter knowledge and relevant experience), experience with current public safety staffing models predominantly in the areas of BLS and ALS emergency medical services, billing knowledge, and a valid driver’s license. The Contractor must be prepared to provide the required and additional as needed EMS staffing and their staff will work within collective crews of Rescue Squad volunteer personnel, County employees, and/or other contractor personnel.”

Delta Response Team is excited about the opportunity to work with Fluvanna County. We have a history of working with many volunteer agencies as well as other county public safety divisions. Our leadership team actively volunteers and has leadership roles on other volunteer agencies. We have a working knowledge of what it takes to run a rural EMS agency, including attention to detail when it comes to revenue recovery, enabling agencies to have higher collection rates on their billing. Our EMS staff are all certified EMS Providers under Virginia Code Section 32.1-111.5. A Copy of our State Agency Certification is attached. We will gladly provide copies of certifications for all staffing assigned to Fluvanna County.

3.2 “The Successful Offeror will furnish all labor and services necessary or appropriate to perform all work required by contract to fulfill the staffing needs of the County.”

Delta Response Team will happily provide all labor and services necessary as required per contract to fulfill the staffing needs of the county.

3.3 MEDICAL CONTROL

3.3.1 “EMS License - The Offeror’s staff providing EMS services in the County will operate under the Virginia Office of EMS (VaOEMS) Agency License of the Fluvanna Rescue Squad, Inc. The Offeror shall also possess and maintain an Agency License of their own with the VaOEMS. Each member of Offeror’s staff must be a certified EMS provider and a valid Virginia driver’s license.”

Our staff will operate under the Virginia Office of EMS Agency License of the Fluvanna Rescue Squad. In addition, Delta Response Team is a Virginia Office of EMS licensed agency. A Copy of our agency license is attached. All contracted EMS providers records and certifications will be provided.

3.3.2 “Criminal background screening - Before start of work, the contractor will provide the County with results of the criminal background screening and Virginia Division of Motor Vehicle driving records for all contracted personnel pursuant to VaOEMS regulations (Va. Code Section 32.1-111.5). Further the Successful Offeror agrees and certifies that all its employees, providing services under this Contract have successfully completed a background check (at minimum a Virginia

State Police criminal background record check and a Division of Motor Vehicle check). If it is known that the Employee, has moved from another state and has worked as an EMS provider within one year of his or her employment the previous State must also be checked. Offeror agrees to regularly complete background checks of its staff and if there is a material change, then the Offeror will immediately notify the County and remove the staff from work under this Contract if necessary or upon request of the County. The Offeror is and will comply with its State's laws, regulations and licensure/certification requirements relating to the conducting of criminal and Department of Motor Vehicle checks of its Employees always during the Term. Providers are required to provide a current copy of all such background checks to the County."

All DRT staff is background checked prior to employment. VaOEMS requires a criminal background check on all providers. After submitting fingerprint cards, the state verifies provider eligibility & submits documentation of findings. Driving records are also checked prior to hiring and annually. All records & certifications will be provided to Fluvanna County for staff assigned to the county. DRT will notify Fluvanna County of any status change with a provider assigned to the county.

3.3.3 "Operating Medical Director - Throughout the contract, the County will maintain a contract with a physician to serve as the Operating Medical Director (OMD) for the Fluvanna Rescue Squad. The contractor will provide the OMD with certification information of all providers as needed by the OMD or County. All contracted ALS providers must be approved by the OMD."

All assigned DRT Staff will fall under the medical direction of the Fluvanna County contracted OMD. All DRT Staff records will be made available to the OMD and all ALS providers will be approved by the OMD prior to being allowed to provide care in the county.

3.3.4 "Treatment Protocols - The Contractor's staff will follow the Rescue Squads rules for daily operations along with the Fluvanna County Standard Operation Procedures ("SOP"). The current SOP as Exhibit 1, is incorporated herein by reference as a material provision hereof. From time to time, upon written notice to a Contractor, the Rescue Squads may change their rules and the County may change the SOP. The Contractor's staff shall use the Rescue Squad's identification (either Fluvanna Rescue Squad or LM Rescue Squad, as applicable), and will operate under the Thomas Jefferson Emergency Medical Services Council (TJEMS) published patient care guidelines and protocol."

All assigned DRT Staff will follow the Standard Operating Guidelines of the Fluvanna County Rescue Squad and will operate under the TJEMS published patient care guidelines and protocols. Delta Response Team has another staffing contract within TJEMS region and is quite familiar with TJEMS Protocols. Our employees and leadership are familiar and well versed with their expectations and will have no problem assuring these standards are met.

3.3.5 "Medical Review/Audit - The OMD or Fluvanna Rescue Squad Captain may require that any of the Contractor's employees attend a medical review/audit if that employee will be providing EMS services to the Rescue Squads/County. This includes assurances for retrospective review by the OMD, hospital, service providers, Rescue Squads, and/or the County to ensure quality patient care by reviewing care received by patients. The Contractor shall provide a highly-qualified and experienced ALS provider to assist in the County's quality improvement/quality assurance program."

Delta Response Team has an extensive in-house quality assurance review/audit program. The results of this review will be made available to the county OMD and to the Fluvanna Rescue Squad on a monthly basis. Delta Response Team will also provide a senior ALS Provider to participate in the County's quality improvement/quality assurance program.

Should the OMD or Fluvanna Rescue Squad Captain require further review/audit of contracted employee(s), DRT will comply and assist with those requests.

3.4 PROVIDED.

3.4.1 “The County will provide the Contractor with rescue vehicles, equipment and supplies for operation of emergency medical services.”

Delta Response Team understands that Fluvanna County will provide rescue vehicles, equipment and supplies for the contracted operations. DRT will take great care to keep trucks clean and treat all vehicles and equipment with care.

3.4.2 “The Offeror will provide basic work uniforms for all personnel.”

Delta Response Team understands that we are to provide uniforms for the assigned staff. Delta Response Team provides a complete professional uniform to all employees, including: Polo shirts, EMS pants, jacket, sweatshirt, hat, and belt. Our staff is forbidden from wearing anything that is not provided by the company. This prevents an unprofessional appearance and assures all staff look professional. DRT also guarantees all staff is well groomed and has a clean appearance. A professional appearance is of the upmost importance.

3.5 “ Offerors shall provide a proposal for the following staffing for Emergency Medical Services for a two-person ALS crew, consisting of a minimum of one EMT and one EMT-I or higher.

3.5.1 “From 0600-1800, 7 days per week at the Palmyra Rescue SquadStation”

3.5.2 “From 1800-0600, 7 days per week at the Palmyra Rescue SquadStation”

Delta Response Team understands the shift time requirements. DRT would recommend the County consider a 24hr fire department type schedule. This will make the staffing needs more stable and provide less turn over. We would be happy to explain this type of schedule if requested. Delta Response Team will work with whatever shift schedule the county requires.

3.5.3 “Any additional on call times identified by the County with a minimum 12 hour notice.”

Delta Response Team will be able to provide “on call” staffing with a minimum 12-hour notice. Please note it will difficult to provide this staffing on a frequent regular basis. If the desire is to provide staffing for large events or special occasions it can be easily accomplished. To randomly add staffing multiple times a month would be more difficult. Ultimately, we would like to discuss this need more in person to get a better idea of what is desired. We feel confident we can accomplish a plan to fill whatever need the County has.

3.6 “Subject to the Successful Offeror’s reasonable policies and procedures regarding same, the Contractor shall permit EMS students and trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the

County's Emergency Management Coordinator (EMC) and/or Fluvanna Rescue Squad Captain. The Successful Offeror shall permit other observers to accompany ambulances at the request and designation of the EMC or Fluvanna Rescue Squad Captain."

Delta Response Team would be happy to allow students and training members to ride along with our staff on calls. DRT has a long history of offering educational assistance through various community colleges and other EMS programs. We have several preceptors that work with student ride along programs. We also would be more than happy to help with training the volunteers & potential members in Fluvanna. As mentioned before, our first love is volunteers and we are very excited to assist in any way we can.

3.7 "The EMC must be notified in writing by the Successful Offeror within forty-eight (48) hours whenever the following occurs:"

3.7.1 "The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certifications, background check, and contact information;"

Delta Response Team will notify the County within 48 hours of any assigned staff members change in certification, criminal record, driving record, and other contact info.

3.7.2 "The separation/termination or the employee status change (to include loss of any required certifications or licensures) of any of the Successful Offeror's employees involved in the delivery of services related to the contract;"

Delta Response Team will notify the County within 48 hours of any assigned staff members change in employment status.

3.7.3 "Contactor's loss of, suspension of or other negative action affecting its VaOEMS Agency License; and"

Delta Response Team will notify the County within 48 hours of any change in our Agency VaOEMS license. DRT has never had any citations, enforcement actions or changes in our Virginia Office of EMS license. Notice of any agency or provider action is also noted on the State OEMS website for public display.

3.7.4 "Any change in the Successful Offeror's management or supervisory structure."

Delta Response Team will notify the County within 48 hours of any change in our management or supervisory structure. DRT has an excellent track record of longevity with our leadership staff. After being promoted to management or supervisory level, we have yet to lose any of our leadership staff.

3.8 PERSONNEL

"The parties understand that the EMS System requires professional and courteous conduct at all times from the Successful Offeror's field personnel, middle management, and top executives. The Successful Offeror shall employ highly trained paramedics, EMTs, and support staff to provide patient care and to operate the County's vehicles and equipment.

Management and/or supervisory staff shall meet periodically/as needed with the Rescue Squads leadership and County representatives to ensure a good working relationship among all stakeholders.”

Delta Response Team staff will behave in a professional and courteous manor. DRT will employ highly trained paramedics, EMTs and support staff to provide patient care and to operate the county’s vehicles. If awarded the contract, Rescue Squad leadership and/or County representatives may express input on potential contracted staff. Management will meet with the Rescue Squads leadership and County representatives as needed to ensure a good working relationship. If, at any point, Rescue Squad leadership and/or County representative is unsatisfied with the behavior or performance of a contracted employee, they may request to discipline or dismiss that provider as a contracted employee.

3.8.1 “The Offeror shall supply personnel and utilize the equipment and supplies belonging to the County and the Rescue Squads; wash, clean, and stock the vehicles in conformance with the State regulation inspection sheet; inspect each vehicle daily and complete the inspection/inventory forms provided by the agency.”

Delta Response Team staff will supply personnel and utilize the equipment and supplies belonging to the County and the Rescue squad. DRT Staff will wash, clean and stock these vehicles in conformance with the State regulation inspection sheet. We will inspect each vehicle daily and complete the inspection forms as provided by the agency. DRT performs these daily tasks and has strict guidelines in place to adhere to at all locations.

3.8.2 “The Offeror’s personnel shall complete electronic patient care records (E-PCR’s) and enter data into the computer programs immediately following each call. Paper copies of all reports shall be secured in accordance with the Health Insurance Portability and Accountability Act (HIPAA). The Offeror’s personnel shall comply with all documentation mandates and policies set forth by the County or agency leadership. Successful Offeror will be required to sign a Business Associate Agreement, which is attached hereto as Exhibit 2 and incorporated herein by reference.”

Delta Response Team staff will complete electronic patient care reports and enter data into the computer programs immediately following each call. DRT is well versed with electronic PCR’s and recognizes/adheres to the need for immediate posting. HIPAA procedures will be followed with all patient care and documentation requirements. Contracted staff will comply with all mandates and policies set forth by the County or Agency leadership.

3.8.3 “The Offeror agrees that the leadership of the Rescue Squads may instruct the Offeror’s EMS staff to perform maintenance on the equipment and cleanup of the building, and that the Offeror shall instruct its employees to comply with such reasonable instructions, with the understanding that this does not make the Rescue Squad leadership the supervisor of the employees. Offeror and its employees are independent contractors and are not employees of the County or the Rescue Squads.”

Delta Response Team staff will perform maintenance they are qualified to perform and clean-up around the Rescue Squad Facilities. Staff will be directed to follow the direction of leadership of the Rescue Squad in these matters. Delta Response Team understands that our staff is not employed by the County and is an independent contractor. DRT supervisors will perform random checks to make certain that all duties are being performed to meet and ultimately exceed expectations.

3.8.4 “Each provider shall be physically capable of performing the tasks required, shall be clean in dress and person, and shall display their name and certification on a photo identification badge provided by the Offeror in an appropriate manner visible to the patient. Any of the Successful Offeror’s employees who operate under the Contract shall conform to the Successful Offeror’s and County’s dress code.”

Delta Response Team will assure all staff is well groomed and has a clean appearance. A professional appearance is of the utmost importance. Our crews are consistently complimented on their professional appearance and demeanor. All staff will be issued and display a Delta Response Team photo ID as well as a University of Virginia Medical Center EMS access badge. All staff will be physically able to perform their job requirements. All staff will conform to the County’s dress code.

3.8.5 “The parties understand that training and educational requirements change from time to time for EMS Providers as new protocols and medical treatments are approved by the VaOEMS, TJEMS, and/or the OMD. The Successful Offeror agrees that the EMC or OMD may require additional training or education for the providers for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of the Successful Offeror.”

Delta Response Team and our staff understand that medicine is always changing and that protocols evolve. We work hard and train constantly to assure our providers are on the leading edge of emergency medicine. DRT will provide whatever training is required to assure our staff is prepared each day.

3.8.6 “The Successful Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills or their ability to render any services required under a contract resulting from this RFP.”

EMS staff fatigue is an industry wide issue. We find that with 24hr shifts allow the time off for providers to get plenty of rest. We also encourage crews to rest after completing daily chores. We also do not allow our staff to work at another job within 12 hours of reporting to their shift with us. Also by offering full benefits and a solid career, our employees make a reasonable income therefore not needing to seek part time employment. This issue is something we focus very hard on and constantly coach our employees on technics to ensure they are rested, safe and ready to perform their job.

3.8.7 “The Successful Offeror must have in place, a program for random drug screening of all personnel providing response under the contract. Further, the Successful Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. A Successful Offeror agrees that any employee suspected of being under the influence of any drug or intoxicating substance will not provide any services under a contract resulting from this RFP until there is clinical proof to the contrary.”

Delta Response Team has drug screening program. All employees must pass a pre-hire drug test and are subject to random drug testing. Drug and Alcohol testing are also performed after any vehicle incident. DRT is also tobacco free. We do not allow any employee to use tobacco

or vape during work hours or while in uniform. Employees and uniforms are expected to be smoke free when they arrive at work each day.

3.8.8 “The Successful Offer must at all times comply with all applicable federal, state, and local laws, rules, regulations and ordinances in its provision of services under a contract resulting from this RFP including without limitation in conducting any background check, Virginia Department of Motor Vehicles check or drug screening.”

Delta Response Team understands that we are required to follow federal, state, and local laws in our provision of service under a contract.

3.8.9 “Should complaints arise which are directed at level of care, response or EMS provider action or inaction, such complaints from the EMC or OMD must be answered in writing by the Successful Offeror within 48 hours to include actions taken, including disciplinary action and other corrective measures.”

Delta Response Team will respond in writing within 48 hours of any complaint from the EMC or OMD. DRT takes patient care complaints very seriously. We will comply in writing per the contract, but a patient care complaint would also warrant an immediate phone call, meeting (if needed), and training/disciplinary action.

3.8.10 “It shall be of the utmost importance that employees of the Successful Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency or hospital. The Successful Offeror shall have knowledge of the University of Virginia Health System and Sentara Martha Jefferson Hospital, and their respective skills and capabilities, as these are the two hospitals that patients are transported to. Providers shall follow protocol to determine the destination to transport patients which will be based strictly on medical and logistical factors specific to patient in accordance with protocol.”

Delta Response Team will work to educate all assigned staff on the roads and directions in Fluvanna county as well as best routes to the University of Virginia Medical Center and Martha Jefferson Hospital. If permitted, DRT may request to utilize GPS units in ambulances until providers learn the quickest routes.

3.8.11 “All Contract personnel must be trained at the Successful Offeror’s expense and receive certification as being NIMS (National Incident Management System) compliant in ICS- 100, 200, and 700.”

Delta Response Team will train all assigned staff in NIMS 100, 200, and 700. All supervisors and leadership staff of DRT currently hold these certifications and understand the importance of contracted staff having these certifications.

3.8.12 “Contractor must insure that all EMS providers have and maintain appropriate licensures or certifications, training and experience to provide services required by this RFP.”

All Delta Response Team’s EMS staff possess and will maintain appropriate licensures or certifications, training and experience to provide services required.

3.8.13 “Offeror and its employees are independent contractors in performing any services related to this RFP for the County. Nothing shall make any Offeror or any of its employees an employee of the County. The Offeror shall provide any applicable workers’ compensation, unemployment compensation and all other benefits which Offeror is required to provide for its employees under applicable law.”

Delta Response Team and its employees understand that we are independent contractors and not employees of Fluvanna County. Delta Response Team provides workers compensation insurance and all other benefits required by law. A current Workers’ Compensation Experience Modification Letter (EMR) can be supplied upon request.

3.8.14 “In addition to any insurance requirements of the County’s General Terms, Conditions and Instructions to Bidders and Contractors, Offeror, at its sole expense, agrees to maintain insurance or other risk coverage programs for each EMS provider, as applicable, for comprehensive general liability in the amount of one million dollars (\$1,000,000) per occurrence. In addition, the Offeror, at its sole expense, agrees to maintain professional liability insurance for each EMS provider who is a health care professional in a minimum amount not less than the limitation on recovery per occurrence specified in Section 8.01- 581.15 of the Code of Virginia.”

Delta Response Team will provide general liability insurance of at least one million dollars per incident. Also, DRT will maintain professional liability insurance in a minimum amount not less than the limitation on recovery per occurrence specified in section 8.01-581.15 of the code of Virginia.

Proposed Cost - Request for Quotation

ONE ALS CREW - FULL TIME 24hr

Annual Cost - \$438,000.00 (\$36,500.00 Monthly)

(1) ALS (Advanced Life Support) staffed crew:

Consisting of (1) EMT-Intermediate/Paramedic and (1) EMT-Basic (24hrs a day 6a-6a) seven days a week.

To explain our rates further, we will have a set monthly rate. There will be no additional charges for any overtime accrued through service delivery. There are no additional charges for holidays, or if our staff scheduling requires us to send you two ALS providers for a crew. Our rate will be set and will not vary from month to month. This should help you budget and not require a plan for possible fluctuating charges.

3 Year Budget Cost

YEAR 1:

Annual Cost - \$438,000.00 (\$36,500.00 Monthly)

YEAR 2:

Annual Cost - \$438,000.00 (\$36,500.00 Monthly)

YEAR 3: 3% cost of living increase

Annual Cost - \$451,140.00 (\$37,595.00 Monthly)

Proposed Cost - RFQ/On Call Staffing

ONE ALS CREW for 12 hour shift

Shift Cost - \$700.00

(1) ALS (Advanced Life Support) staffed crew:

Consisting of (1) EMT-Intermediate/Paramedic and (1) EMT-Basic (12 hours)

We will be able to provide “on call” staffing as needed with 12 hours minimum notice. There would not be an issue providing the service occasionally (a few times a month). Providing this service on a random (multiple days a week) type basis would create limitations. If a more regular need is found, it would be recommended to go to a set predefined schedule. It is difficult to maintain an unknown short notice on call program.

3 Year Budget Cost

YEAR 1:

Shift Cost (12hrs) - \$700.00

YEAR 2:

Shift Cost (12hrs) - \$700.00

YEAR 3: 3% cost of living increase

Shift Cost (12hrs) - \$721.00

Proposed Cost - Optional 2nd Crew

We conclude that the county would greatly benefit from a second crew during the daytime (6am - 6pm) Monday thru Friday. We would like to propose an option to incorporate this second crew. Historically 70% of EMS Call volume is during daylight/work hours and thus are the most difficult for volunteer staffing to cover.

ONE ALS CREW FULL TIME 12hr Monday - Friday

Annual Cost - \$175,000.00 (\$14,583.33 Monthly)

(1) ALS (Advanced Life Support) staffed crew:

Consisting of (1) EMT-Intermediate/Paramedic and (1) EMT-Basic (12hrs a day 6a-6p)
Monday - Friday

To explain our rates further, we will have a set monthly rate. There will be no additional charges for any overtime accrued through service delivery. There are no additional charges for holidays, or if our staff scheduling requires us to send you two ALS providers for a crew. Our rate will be set and will not vary from month to month. This should help you budget and not require a plan for possible fluctuating charges.

3 Year Budget Cost

YEAR 1:

Annual Cost - \$175,000.00 (\$14,583.33 Monthly)

YEAR 2:

Annual Cost - \$175,000.00 (\$14,583.33 Monthly)

YEAR 3: 3% cost of living increase

Annual Cost - \$180,250.00 (\$15,020.83 Monthly)

References

Lisa Dunkum - Captain

Buckingham County Rescue Squad

222 Wingo Rd
Dillwyn, Virginia
434-315-1760

LisaDunkum@cvhsinc.org

Delta Response Team provides multi-crew 24-hour EMS Staffing to Buckingham county. Eighteen months of service. **Reference Letter Attached**

Lucas Ward - Vice President

Appomattox County Rescue Squad

763 Confederate Blvd
Appomattox Virginia
434-221-4874

lward@appomattoxrescue.com

Delta Response Team provides daily 911 EMS response to the residents of Appomattox county. Seven years of service.

Cathy Rice - General Manager

South Boston Speedway

1188 James D Hagood Hwy #360
South Boston, Virginia
434-572-4947

Cathy@southbostonspeedway.com

Delta Response Team provides multi-crew EMS Staffing to the Speedway during all racing events. 3 years of service.

Tammy Wingo - NP

Hope Clinic of Farmville

1100 West Third Street
Farmville, Virginia
434-394-2422

Delta Response Team provides daily EMS response to the medical center for patients requiring transport to the ER. Seven years of service.

Kathi Manis - Nurse Director

Centra Southside Community Hospital

800 Oak Street
Farmville, Virginia
434-315-2533

Delta Response Team provides daily emergency transport in and out of SCH. Seven years of service.

**BUCKINGHAM COUNTY VOLUNTEER RESCUE SQUAD
222 WINGO ROAD
P.O. BOX 410
DILLWYN, VA 23936
P: 434-983-3560
F: 434-983-3566**

April 10, 2018

Fluvanna County
Fluvanna, VA

RE: Reference Letter for Delta Response Team

To Whom It May Concern:

I have been asked to provide a letter of reference from Buckingham County Volunteer Rescue Squad, Inc. for Delta Response Team. In this letter Delta Response Team from here on out will be referred to as DRT, has been contracted with Buckingham County Volunteer Rescue Squad, Inc. since December 15, 2016. The contract includes a 24 hour crew 7 days a week and a 12 hour crew 6 am to 6 pm. The crews are made up a Basic EMT and a Medic.

Since being hired, Buckingham County Volunteer Rescue Squad, Inc. has been very pleased with the high quality care provided to the citizens of Buckingham County as well as their outstanding professionalism. DRT works alongside our volunteers. They are willing to help out the volunteers, by partaking in training, and have shown consistency with outstanding team work. Volunteers ride with DRT staff on calls sometimes throughout the month. It is such a seamless patient transport because of the team work.

DRT's management team is wonderful to work with and are always willing to provide assistance to Buckingham County Volunteer Rescue Squad, Inc. as needed. The management believes in excellent, high quality care from their staff and they go above and beyond to manage this remotely through the assistance of the DRT Station Captains.

Since DRT started in Buckingham County, the number of dropped calls has drastically decreased which is quite pleasing to our county's Board of Supervisors. The expectation is for the calls to be handled appropriately, documentation completed and the turnaround back to the county be in an appropriate time frame.

I cannot tell you how happy and willing I am to provide this letter of recommendation for DRT on behalf of Buckingham County Volunteer Rescue Squad, Inc. and I highly recommend their service to you and the residents of Fluvanna County.

If you have questions, please feel free to contact me at 434-315-1760.

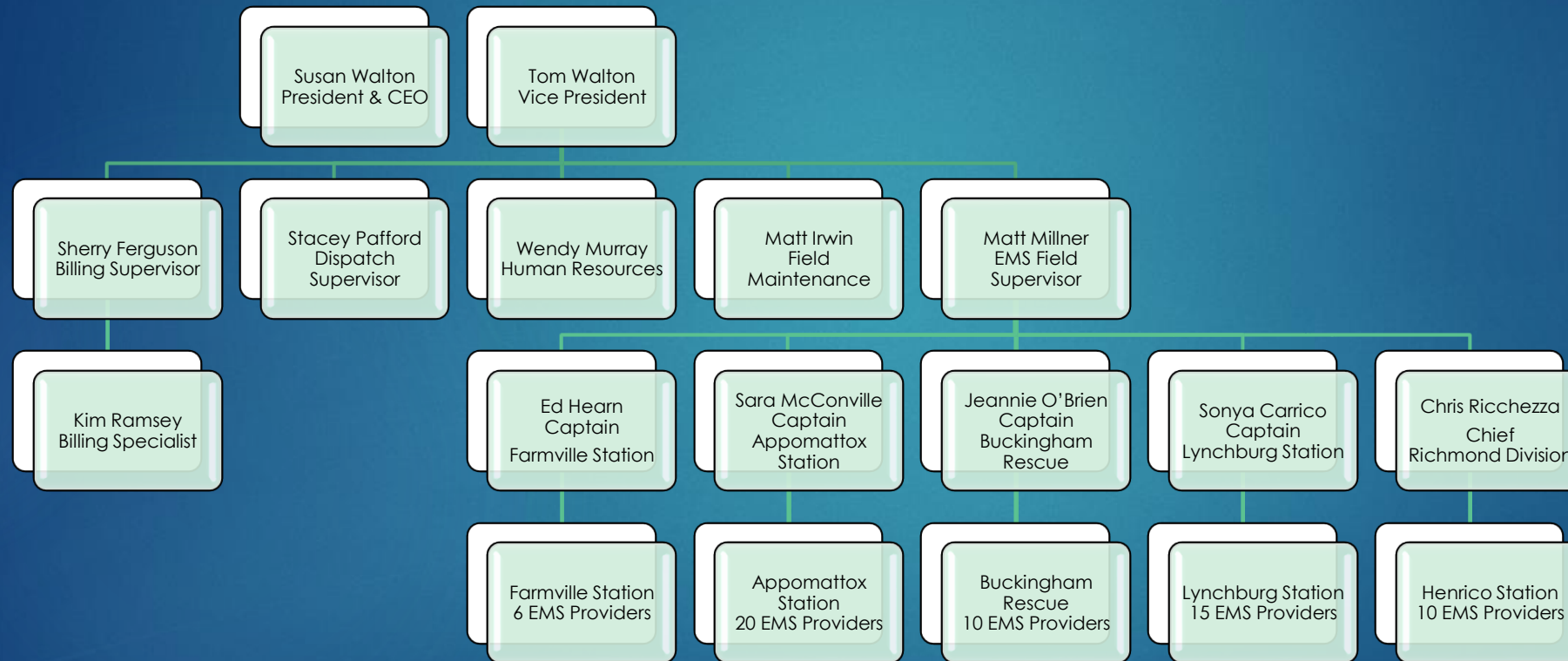
Sincerely,



Lisa Dunkum, EMTA
BCVRS President

Delta Response Team, LLC

Organizational Structure Chart





COUNTY OF FLUVANNA, VIRGINIA

Request for Proposals (RFP) #2018-04

EMERGENCY MEDICAL SERVICES

Issue Date: March 15, 2018

Due Date: April 12, 2018 at 2 p.m. EST

Procurement Contact:

County of Fluvanna
Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963
Ph: (434) 591-1930 ext. 1124
Email: ctoler@fluvannaCounty.org

All sealed proposals shall be turned in no later than the due date and time noted above.

- All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above.
- Any Proposals sent in via facsimile, telephone, or email shall not be considered.
- Any Proposals that are turned in late will be rejected and returned unopened.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2nd floor, Palmyra, VA 22963 or by clicking on the following link: <http://www.fluvannaCounty.org/services/finance/procurement/solicitations>.

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1. PURPOSE

- 1.1 The County of Fluvanna, Virginia (the “County”) is seeking sealed proposals from experienced and qualified Offerors for the staffing of emergency medical services to help subsidize volunteer emergency medical services resources in the County.
- 1.2 The expectation is that the selected firm will have an extensive background in providing contracted staffing services in the area of Emergency Medical Services (“EMS”). The selected firm will need to have the flexibility to adjust staffing levels provided from month to month, dependent on projected staffing needs of the local Rescue Departments.

2. BACKGROUND

- 2.1 The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.
- 2.2 The County has ready access to a major interstate with Interstate 64, a major east-west highway at the northern end of the County. U.S. Rt. 250, crosses the northern portion of the County, and U.S. Rt. 15 bisects the County from north to south.
- 2.3 Although predominately rural in character, the County experienced rapid and significant residential growth from 1990 to 2010 as the Lake Monticello gated community of over 4,000 home sites built out. The County is committed to preserving its rural charm while providing first-rate public safety protection for its residents and business partners. To support that goal, the County is soliciting for contracted staffing services to help supplement volunteer EMS resources in the County.
- 2.4 Emergency medical services are currently provided by two EMS volunteer agencies, the Fluvanna Rescue Squad, Inc. (the “Fluvanna Rescue Squad”) and the Lake Monticello Volunteer Fire Department and Rescue Squad, Inc (the “LM Rescue Squad”) (collectively the Fluvanna Rescue Squad and the LM Rescue Squad are referred to herein as the “Rescue Squads”). Fluvanna Rescue Squad volunteers are wholly supplemented by County funded EMS contract services 24 hours a day/7 days a week/ 365 days a year, with occasional additional contract EMS staffing to cover staffing shortages with LM Rescue Squad. All Calls will be dispatched out of Fluvanna Rescue Squad, even when covering for LM Rescue Squad.
- 2.5 Both Rescue Squads provide Basic Life Support (“BLS”) and Advanced Life Support (“ALS”) services to the County of Fluvanna and to surrounding jurisdictions through mutual aid agreements, and the Rescue Squads responded to approximately 2,600 calls in 2017.
- 2.6 Both Rescue Squads are currently billing for services through Fluvanna County and it is critical that all required information for billing is captured and any Offeror’s staff would be required to capture all necessary billing information related to services provided under a contract resulting from this RFP for the County. Most importantly, it is the County’s objective to preserve, protect and promote the public health, safety and general welfare of its citizens and to defray the rapidly increasing cost of operations for the County’s volunteer rescue squads and for the existing contracted EMS staffing expense.

3. SCOPE OF SERVICES

- 3.1 The County is soliciting proposals from qualified Offerors to provide certified EMS provider staffing for emergency medical services in the County. Contractor’s staff will work hand in hand with

volunteer members of the Rescue Squads during all services to be rendered under this RFP. Offeror and its staff must be certified EMS providers under Virginia Code Section 32.1-111.5 and must possess all skills, education and training to perform the services contemplated by this RFP including without limitation, all required licensures, certificates, education, demonstrated EMS expertise (subject matter knowledge and relevant experience), experience with current public safety staffing models predominantly in the areas of BLS and ALS emergency medical services, billing knowledge, and a valid driver's license. The Contractor must be prepared to provide the required and additional as needed EMS staffing and their staff will work within collective crews of Rescue Squad volunteer personnel, County employees, and/or other contractor personnel.

3.2 The Successful Offeror will furnish all labor and services necessary or appropriate to perform all work required by contract to fulfill the staffing needs of the County.

3.3 **MEDICAL CONTROL**

3.3.1 **EMS License** - The Offeror's staff providing EMS services in the County will operate under the Virginia Office of EMS (VaOEMS) Agency License of the Fluvanna Rescue Squad, Inc. The Offeror shall also possess and maintain an Agency License of their own with the VaOEMS. Each member of Offeror's staff must be a certified EMS provider and a valid Virginia driver's license.

3.3.2 **Criminal background screening** – Before start of work, the contractor will provide the County with results of the criminal background screening and Virginia Division of Motor Vehicle driving records for all contracted personnel pursuant to VaOEMS regulations (Va. Code Section 32.1-111.5). Further the Successful Offeror agrees and certifies that all its employees, providing services under this Contract have successfully completed a background check (at minimum a Virginia State Police criminal background record check and a Division of Motor Vehicle check). If it is known that the Employee, has moved from another state and has worked as an EMS provider within one year of his or her employment the previous State must also be checked. Offeror agrees to regularly complete background checks of its staff and if there is a material change, then the Offeror will immediately notify the County and remove the staff from work under this Contract if necessary or upon request of the County. The Offeror is and will comply with its State's laws, regulations and licensure/certification requirements relating to the conducting of criminal and Department of Motor Vehicle checks of its Employees always during the Term. Providers are required to provide a current copy of all such background checks to the County.

3.3.3 **Operating Medical Director** – Throughout the contract, the County will maintain a contract with a physician to serve as the Operating Medical Director (OMD) for the Fluvanna Rescue Squad. The contractor will provide the OMD with certification information of all providers as needed by the OMD or County. All contracted ALS providers must be approved by the OMD.

3.3.4 **Treatment Protocols** – The Contractor's staff will follow the Rescue Squads rules for daily operations along with the Fluvanna County Standard Operation Procedures ("SOP"). The current SOP as **Exhibit 1**, is incorporated herein by reference as a material provision hereof. From time to time, upon written notice to a Contractor, the Rescue Squads may change their rules and the County may change the SOP. The Contractor's staff shall use the Rescue Squad's identification (either Fluvanna Rescue Squad or LM Rescue Squad, as applicable), and will operate under the Thomas Jefferson Emergency Medical Services Council (TJEMS) published patient care guidelines and protocol.

3.3.5 **Medical Review/Audit** – The OMD or Fluvanna Rescue Squad Captain may require that any of the Contractor's employees attend a medical review/audit if that employee will be

providing EMS services to the Rescue Squads/County. This includes assurances for retrospective review by the OMD, hospital, service providers, Rescue Squads, and/or the County to ensure quality patient care by reviewing care received by patients. The Contractor shall provide a highly-qualified and experienced ALS provider to assist in the County's quality improvement/quality assurance program.

3.4 PROVIDED.

3.4.1 The County will provide the Contractor with rescue vehicles, equipment and supplies for operation of emergency medical services.

3.4.2 The Offeror will provide basic work uniforms for all personnel.

3.5 Offerors shall provide a proposal for the following staffing for Emergency Medical Services for a two-person ALS crew, consisting of a minimum of one EMT and one EMT-I or higher.

3.5.1 From 0600-1800, 7 days per week at the Palmyra Rescue Squad Station

3.5.2 From 1800-0600, 7 days per week at the Palmyra Rescue Squad Station

3.5.3 Any additional on call times identified by the County with a minimum 12 hour notice.

3.6 Subject to the Successful Offeror's reasonable policies and procedures regarding same, the Contractor shall permit EMS students and trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the County's Emergency Management Coordinator (EMC) and/or Fluvanna Rescue Squad Captain. The Successful Offeror shall permit other observers to accompany ambulances at the request and designation of the EMC or Fluvanna Rescue Squad Captain.

3.7 The EMC must be notified in writing by the Successful Offeror within forty-eight (48) hours whenever the following occurs:

3.7.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certifications, background check, and contact information;

3.7.2 The separation/termination or the employee status change (to include loss of any required certifications or licensures) of any of the Successful Offeror's employees involved in the delivery of services related to the contract;

3.7.3 Contactor's loss of, suspension of or other negative action affecting its VaOEMS Agency License; and

3.7.4 Any change in the Successful Offeror's management or supervisory structure.

3.8 PERSONNEL. The parties understand that the EMS System requires professional and courteous conduct at all times from the Successful Offeror's field personnel, middle management, and top executives. The Successful Offeror shall employ highly trained paramedics, EMTs, and support staff to provide patient care and to operate the County's vehicles and equipment. Management and/or supervisory staff shall meet periodically/as needed with the Rescue Squads leadership and County representatives to ensure a good working relationship among all stakeholders.

3.8.1 The Offeror shall supply personnel and utilize the equipment and supplies belonging to the County and the Rescue Squads; wash, clean, and stock the vehicles in conformance with the State regulation inspection sheet; inspect each vehicle daily and complete the

inspection/inventory forms provided by the agency.

- 3.8.2 The Offeror's personnel shall complete electronic patient care records (E-PCR's) and enter data into the computer programs immediately following each call. Paper copies of all reports shall be secured in accordance with the Health Insurance Portability and Accountability Act (HIPAA). The Offeror's personnel shall comply with all documentation mandates and policies set forth by the County or agency leadership. Successful Offeror will be required to sign a Business Associate Agreement, which is attached hereto as **Exhibit 2** and incorporated herein by reference.
- 3.8.3 The Offeror agrees that the leadership of the Rescue Squads may instruct the Offeror's EMS staff to perform maintenance on the equipment and cleanup of the building, and that the Offeror shall instruct its employees to comply with such reasonable instructions, with the understanding that this does not make the Rescue Squad leadership the supervisor of the employees. Offeror and its employees are independent contractors and are not employees of the County or the Rescue Squads.
- 3.8.4 Each provider shall be physically capable of performing the tasks required, shall be clean in dress and person, and shall display their name and certification on a photo identification badge provided by the Offeror in an appropriate manner visible to the patient. Any of the Successful Offeror's employees who operate under the Contract shall conform to the Successful Offeror's and County's dress code.
- 3.8.5 The parties understand that training and educational requirements change from time to time for EMS Providers as new protocols and medical treatments are approved by the VaOEMS, TJEMS, and/or the OMD. The Successful Offeror agrees that the EMC or OMD may require additional training or education for the providers for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of the Successful Offeror.
- 3.8.6 The Successful Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills or their ability to render any services required under a contract resulting from this RFP.
- 3.8.7 The Successful Offeror must have in place, a program for random drug screening of all personnel providing response under the contract. Further, the Successful Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. A Successful Offeror agrees that any employee suspected of being under the influence of any drug or intoxicating substance will not provide any services under a contract resulting from this RFP until there is clinical proof to the contrary.
- 3.8.8 The Successful Offer must at all times comply with all applicable federal, state, and local laws, rules, regulations and ordinances in its provision of services under a contract resulting from this RFP including without limitation in conducting any background check, Virginia Department of Motor Vehicles check or drug screening.
- 3.8.9 Should complaints arise which are directed at level of care, response or EMS provider action or inaction, such complaints from the EMC or OMD must be answered in writing by the Successful Offeror within 48 hours to include actions taken, including disciplinary action and other corrective measures.

- 3.8.10 It shall be of the utmost importance that employees of the Successful Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency or hospital. The Successful Offeror shall have knowledge of the University of Virginia Health System and Sentara Martha Jefferson Hospital, and their respective skills and capabilities, as these are the two hospitals that patients are transported to. Providers shall follow protocol to determine the destination to transport patients which will be based strictly on medical and logistical factors specific to patient in accordance with protocol.
- 3.8.11 All Contract personnel must be trained at the Successful Offeror's expense and receive certification as being NIMS (National Incident Management System) compliant in ICS- 100, 200, and 700.
- 3.8.12 Contractor must insure that all EMS providers have and maintain appropriate licensures or certifications, training and experience to provide services required by this RFP.
- 3.8.13 Offeror and its employees are independent contractors in performing any services related to this RFP for the County. Nothing shall make any Offeror or any of its employees an employee of the County. The Offeror shall provide any applicable workers' compensation, unemployment compensation and all other benefits which Offeror is required to provide for its employees under applicable law.
- 3.8.14 In addition to any insurance requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors, Offeror, at its sole expense, agrees to maintain insurance or other risk coverage programs for each EMS provider, as applicable, for comprehensive general liability in the amount of one million dollars (\$1,000,000) per occurrence. In addition, the Offeror, at its sole expense, agrees to maintain professional liability insurance for each EMS provider who is a health care professional in a minimum amount not less than the limitation on recovery per occurrence specified in Section 8.01-581.15 of the Code of Virginia.

4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1 GENERAL INSTRUCTIONS

4.1.1 **RFP Response:** In order to be considered for selection, interested parties must submit a complete response to this RFP. Failure to comply with all criteria listed herein may be cause to reject an Offeror's proposal

4.1.2 **RFP Questions:** Address questions concerning this RFP to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 Ph: (434) 591-1930
ctoler@fluvannaCounty.org

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted within five (5) days of the Due Date and time of this RFP.

4.1.3 **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be

subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

- 4.1.4 **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on April 12, 2018. Proposals must be addressed to:

Cyndi Toler, Purchasing Officer
P.O. Box 540
132 Main Street
Palmyra, VA 22963
RFP-2018-01

Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

4.2 PROPOSAL PREPARATION

The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:

- 4.2.1 **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.
- 4.2.2 **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
- (1) Certificate of No Collusion
 - (2) Offeror Statement
 - (3) Proof of Authority to Transact Business in Virginia
 - (4) Vendor Data Sheet
- 4.2.3 The proposal package shall include as a minimum:
- (1) The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - (2) A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Section 3 "Scope of Services").
 - (3) A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
 - A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in

business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;

- A statement of how long the Offeror has provided services similar to the Services requested herein;
- A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
- Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material.
- Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects.

(4) Pricing Options- Include hourly and/or lump sum pricing for services.

(5) For each staffing option submitted, include a 3-year budget for project costs.

- 4.2.4 **Client References:** Offerors shall provide a minimum of five (5) client references that are similar in size and scope to the County' Project that have utilized similar Services. All client customers in the State of Virginia must be provided, regardless of circumstances.
- 4.2.5 The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- 4.2.6 **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- 4.2.7 **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFP.
- 4.2.8 **Addenda:** Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.

5. EVALUATION AND AWARD CRITERIA

- 5.1 The County will evaluate proposals intends to award the contract to the firm that makes the best proposal. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
- 5.1.1 Qualifications and experience of key contract team members who are actively involved throughout the entire contract. **(25 points)**
 - 5.1.2 Relevant experience with similar projects. **(20 points)**
 - 5.1.3 Specific plan and/or methodology to be used to perform the services. **(20 points)**
 - 5.1.4 Price **(25 points)**
 - 5.1.5 References from other similar projects. **(10 Points)**

5.2 The Evaluation Committee will independently read and rate each proposal.

5.2.1 The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. 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.

5.2 The County of Fluvanna may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

5.3 The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

5.4 Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County.

6. **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS**

ATTACHED

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 therefrom 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 therefrom 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.

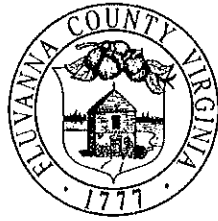
68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered 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.



**COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2018-04
EMERGENCY MEDICAL SERVICES**

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2018-04
Title of Request for Proposal: EMERGENCY MEDICAL SERVICES
Issue Date: March 23, 2018
Bid Due Date and Time: April 12, 2018 at 2 p.m. EST

The above RFP #2018-04 is hereby amended and modified as follows:

1. The following clarifications are added to that Section 3.5.3, such that Section 3.5.3 of the RFP states as follows: Any additional on call times identified by the County with a minimum 12 hour notice. Offerors shall indicate in their Proposals whether they can guarantee staffing on 12 hour notice. Offerors who can provide on call staffing on other terms or upon other notice shall include such terms in their Proposal. Offerors who cannot guarantee additional on call staffing shall so state the same in their Proposal, but such Proposals will still be considered.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP 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. All inquiries, clarifications and additional information must be delivered in writing (via email) no later than April 06, 2018 by 11:00am and the responses will be provided in subsequent addendums.

Very truly yours,

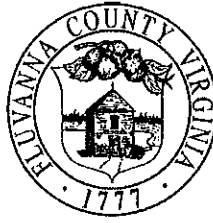
Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Name of Firm: Delta Response Team

BY: Susan Watton
Signature of duly authorized representative

Title: President

Date: 4-17-2018



**COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2018-04
EMERGENCY MEDICAL SERVICES**

ADDENDUM # 2:

Reference – Request for Proposal: RFP #2018-04
Title of Request for Proposal: EMERGENCY MEDICAL SERVICES
Issue Date: April 4, 2018
Bid Due Date and Time: April 18, 2018 at 2 p.m. EST ((Pursuant to this Addendum2)

The above RFP #2018-04 is hereby amended and modified as follows:

1. Page 1, Due Date shall be changed to “April 18, 2018 @ 2:00 p.m. local prevailing time”; Section 4.1.4 shall be changed to read:
 - a. **Due Date:** *Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on April 18, 2018.*
2. Section 4.1.2, will be changed to read:
 - a. *Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after 11am April 9, 2018.*
3. The following are clarifications from questions received:
 - a. Because the above is a P.O. Box, we would not be sending through a secured carrier such as FedEx. Therefore, would it be possible to hand-deliver our proposal?
 1. Per page 1 of the RFP “*All Proposals that are delivered via mail or are hand delivered must be addressed to the “Procurement Contact” listed above.*” Also note the address listed: P.O. Box 540, 132 Main Street, Palmyra, VA 22963 contains both the street and PO Box for ease of offerors choosing their delivery method.
 - b. Regarding On-Call times identified by the County with a minimum 12 hour notice: Can the county provide examples of history of call times per year? And is this for a singular person or full crew or both?
 1. On-Call Staffing is not a service the county currently utilizes. However, with the growing needs of the county we are attempting to account for all future situations.
4. The following Section is added as Section 4.3:

4.3. SUBMITTAL INSTRUCTIONS:

- 4.3.1. Each Offeror must submit one (1) original hard copy, (4) copies and one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick.
- 4.3.2. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result

in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.

4.3.3. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.

4.3.4. Offers shall be prepared simply and economically, providing a straight forward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

4.3.5. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.

4.3.6. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.

4.3.7. Cost will be considered in evaluating the Proposals.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP 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,

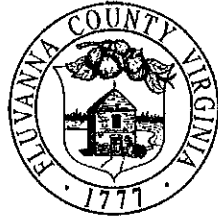
Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Name of Firm: Delta Response Team

BY: *Suzanne Walton*
Signature of duly authorized representative

Title: President

Date: 4-17-2018



**COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2018-04
EMERGENCY MEDICAL SERVICES**

ADDENDUM # 3:

Reference – Request for Proposal: RFP #2018-04
Title of Request for Proposal: EMERGENCY MEDICAL SERVICES
Issue Date: April 16, 2018
Bid Due Date and Time: April 26, 2018 at 2 p.m. EST (Pursuant to this Addendum3)

The above RFP #2018-04 is hereby amended and modified as follows:

1. Page 1, Due Date shall be changed to “April 26, 2018 @ 2:00 p.m. local prevailing time”; Section 4.1.4 shall be changed to read:
 - a. **Due Date:** *Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on April 26, 2018.*

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP 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

Name of Firm: Delta Response Team

BY: *Susan Walton*
Signature of duly authorized representative

Title: President

Date: 4-17-2018

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: Susan Walton Phone: 434-665-6069

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

7 Years 6 Months

4. Vendor Information:

FIN or FEI Number: 27-3203979 If Company, Corporation, or Partnership

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: Buckingham County RS	Contact: Lisa Dunkum
Phone: 434-315-1760	Email: lisadunkum@cvhsinc.org
Dates of Service: 12-16 - Present	\$\$ Value:

Company: Appomattox County RS	Contact: Lucas Ward
Phone: 434-221-4874	Email: lward@appomattoxrescue.com
Dates of Service: 10-10 - Present	\$\$ Value:

Company: South Boston Speedway	Contact: Cathy Rice
Phone: 434-572-4947	Email: cathy@southbostonspeedway.com
Dates of Service: 3-16 - Present	\$\$ Value:

Company: Centra Southside Hospital	Contact: Kathi Manis
Phone: 434-315-2533	Email: kathi.manis@centrahealth.com
Dates of Service: 10-10 - Present	\$\$ Value:

I certify the accuracy of this information.

Signed: Susan Walton Title: President Date: 4-17-2018

PLEASE RETURN THIS PAGE WITH BID 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 S336025-4.

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) Delta Response Team LLC

Legal Name of Offeror/Bidder Delta Response Team LLC

Date 4-17-2018

Authorized Signature Susan Walton

Print or Type Name and Title Susan Walton President

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

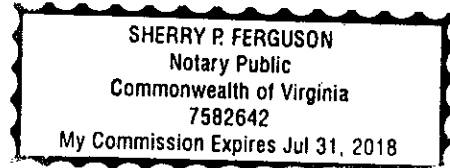
OFFEROR STATEMENT

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

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Delta Response Team
By: Susan Walton (SEAL)
Signature
Print Name: Susan Walton
Print Title: President



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

The foregoing instrument was acknowledged before me this 18th day of April (month), 2018 (year) by SUSAN WALTON (Print Name), PRESIDENT (Print Title) on behalf of DELTA RESPONSE TEAM (Name of Entity).

Sherry P Ferguson [SEAL]
Notary Public

My commission expires: July 31 2018
Notary registration number: 758 2442

Complete if Bidder 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.

[SEAL]
Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

CERTIFICATION OF NO COLLUSION

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

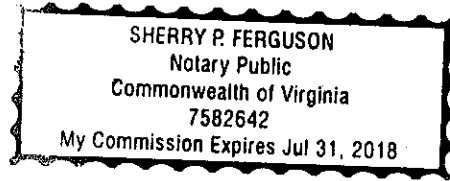
This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended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

Respectfully submitted this 17th day of April, 2018.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Delta Response Team
By: Susan Walton (SEAL)
Signature
Print Name: Susan Walton
Print Title: President



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

The foregoing instrument was acknowledged before me this 18th day of April (month), 2018 (year) by SUSAN WALTON (Print Name), PRESIDENT (Print Title) on behalf of DELTA RESPONSE TEAM (Name of Entity).

Sherry P. Ferguson [SEAL]
Notary Public

My commission expires: July 31 2018
Notary registration number: 7582642

Complete if Bidder 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.

[SEAL]
Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



EXHIBIT 2

DELTA RESPONSE TEAM, LLC
PO Box 2225
Appomattox VA 24522
Phone: (434) 665-6069 Fax (434) 352-5754

May 30, 2018

Cyndi Toler
 Purchasing Officer
 County of Fluvanna
 132 Main Street
 Palmyra, VA 22963

Dear Cyndi,

It was such a pleasure meeting all of you last week! After hearing the potential needs of Fluvanna County and in addition to the RFP #2018-04 proposal DRT submitted, we would like to highlight some additional services for your review:

Billing/Claim Review Services

\$2500.00/month

Preparing PPCR's for initial "front-end" run submission to your third-party billing company. (Attaching face sheets, accounting for signatures, and ensuring proper documentation for clean claims.) Services also include follow-up on each and every claim to facilitate faster and higher revenue recovery.

Ambulance

\$5000.00/month

Career Staff will utilize a DRT ambulance, reducing wear/tear on your ambulances thus alleviating the nuisance of maintenance, while preserving the life expectancy of your units. This fee is per ambulance/per month. This fee does not include fuel.

EMS Consulting Services

\$500.00/month

DRT Staff brings a wealth of knowledge and successful ideas to both volunteer organizations and county administration. Allow us to take some of the burden of EMS systems and promote forward progress for you. Fee includes up to 20 hours of service each month. Over that amount of time, hourly fee is \$75.00/hr.

Should the County of Fluvanna select Delta Response Team for Career Staffing and elect to provide the additional and Optional 2nd Crew, monthly Consulting Services will be included. This will continue to help you achieve the County's goal of a stronger volunteer EMS system.

Please let me know if you have any additional questions. We look forward to hearing from you.

Sincerely,

Susan G. Walton
 President

WWW.DELTARESPONSETEAM.COM

EXHIBIT 3

BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT, CONFIDENTIALITY AND NON-DISCLOSURE (the “Agreement”) is entered into by and between **DELTA RESPONSE TEAM LLC**, a Virginia limited liability company (hereinafter the “Business Associate”), and **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia, (hereinafter the “County”) effective as of the date of the Emergency Medical Services Agreement (the “Contract”) between the County and the Business Associate to which this Agreement is attached.

Any capitalized terms shall have the same meaning as in the Contract, unless otherwise defined in this Agreement. For valuable consideration, the parties agree as follows:

I. GENERAL PROVISIONS

- A. Purpose.** Business Associate has been retained by the County to perform certain activities, or services (collectively, “Services”) as described in the Contract. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) and Confidential Information (as defined below) that the Business Associate may affect, view, access, move, transmit, create, receive, or use in connection with the Services to be provided by Business Associate to the County the County, consistent with the standards set forth in this Agreement and the regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”). This Agreement is intended to protect the County and its PHI and Confidential Information and the Agreement is a material term to the County’s acceptance of and desire to enter into the Contract **Any notification to the County hereunder to be made shall be directed to the County of Fluvanna, Attention Steve Nichols, 132 Main Street, Palmyra, VA 22963 with a copy to the County Attorney, Frederick W. Payne, 414 East Jefferson Street, Charlottesville, VA 22902.**
- B. Effective Date.** The provisions of this Agreement shall take effect on the date the Contract takes effect and shall continue in full force and effect for the Term of the Contract, including any and all renewals or extensions thereof or until the Business Associate has returned all PHI and Confidential Information as defined herein, whichever is later.
- C. Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:

1. “Breach” shall have the meaning given such term in 45 C.F.R. §164.402.
2. “Confidential Information” shall include any and all all employee information, personal information, social security numbers, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, records, information, videos, electronic recordings of any kind, case information, marketing plans, financial information, statistical information, trade secrets, technical or test data, scientific data, graphic communication, “know-how”, drawings, inn any format whatsoever, including, but not limited to electronic documentation or files of any kind, and other information disclosed or submitted, orally, in writing, or by any other media of the County; and shall also include, but is not limited to, PHI as defined below.
2. “Designated Record Set” shall have the meaning given such term in 45 C.F.R. §164.501.
3. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
4. “Individual” shall have the same meaning given such term under 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
5. “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
6. “Protected Health Information” (or “PHI”) shall have the meaning given to such term in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of County.
7. “Required By Law” shall include any requirements or protections under applicable federal, state, local or other law, regulation or ordinance and shall include, but not be limited to, 45 C.F.R. §164.103.
8. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or his designee.
9. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. §164.304.
10. “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.
11. “Unsecured Protected Health Information” shall have the same meaning given to such term in 45 CFR §164.402.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Scope of Use and Disclosure of Protected Health Information.** Business Associate agrees to not use or further disclose PHI and Confidential Information other than as permitted or required by this Agreement or as Required By Law. Business Associate understands and agrees that the PHI and Confidential Information includes sensitive and

personal data maintained by the Sheriff and/or the County and that its disclosure could cause irreparable damage to the County and potentially to on-going investigations and cases related to the Sheriff. This Agreement is being entered into so as to protect the disclosure and confidentiality of all PHI and Confidential Information and is material to the award of the Contract to the Business Associate. Business Associate shall be responsible under the Contract for the Services for the new System as described in the Contract.

- B. Safeguards Against Misuse of Information.** Business Associate agrees to use appropriate safeguards to prevent any and all use or disclosure of the PHI and Confidential Information. Business Associate agrees that its access to and use of any PHI or Confidential Information shall be limited to access and use of such information only as necessary and required under the Contract. Furthermore, Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Security Rules. To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- C. Duty to Mitigate.** Business Associate agrees to cure or mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Confidential Information by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- D. Reporting of Violations.** Business Associate agrees to notify the County, in writing, of any use or disclosure of the PHI and Confidential Information, any Security Incident, and any Breach of County's Unsecured Protected Health Information. This notification will be made as soon as possible, but no more than within one (1) day after the discovery of the use, disclosure, Security Incident, or Breach. In the event of a Breach, if a delay is requested by law enforcement under 45 CFR §164.412, Business Associate may delay notifying the County for the applicable timeframe. This notification will include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired used or disclosed during the Breach. Business Associate will also provide the County with any other available information that the County is required to include in its notification to the individual under 45 CFR §164.404(c) at the time of the initial notification or promptly thereafter as the information becomes available.
- E. Use or Disclosure to Subcontractors.** Business Associate shall not use subcontractors. To the extent that Business Associate does use subcontractors, Business Associate shall ensure that any subcontractor or agent to whom it provides PHI or Confidential

Information agrees to be bound under this Agreement and shall be liable to the County for the subcontractors compliance with this Agreement.

- F. Access, Amendment, and Accounting Responsibilities.** Business Associate shall not keep or retain, in any format, any PHI or Confidential Information.
- G. Electronic Data Interchange.** Solely in the event that Business Associate transmits or receives any Transactions (including, but not limited to, as that term is defined in 45 C.F.R. §160.103) on behalf of County, Business Associate shall comply with any applicable provisions of the Electronic Data Interchange Requirement (as set forth in 45 C.F.R. parts 160 and 162) and shall ensure that any subcontractors or agents that assist Business Associate in conducting Transactions on behalf of County agree in writing to comply with the Electronic Data Interchange Requirements.
- H. Availability of Books and Records.** For purposes of the Secretary determining the County's compliance with the Privacy Rules, Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the County available (i) to the County in a mutually agreeable time and manner, or (ii) to the Secretary in the manner designated by the Secretary.
- I. HITECH Act Business Associate Agreement Requirements.** The parties intended for this Agreement to satisfy the requirements of sections 13401(a) and 13404(a) of the HITECH Act that specified security and privacy provisions requirements be incorporated into business associate agreements. This Agreement shall be interpreted in a manner consistent with this intention.

III. NON-DISCLOSURE PROVISIONS

- A. The Business Associate agrees that the PHI and Confidential Information is to be considered confidential and not to be disclosed and the Business Associate shall hold same in confidence, shall not use the PHI or Confidential Information other than for the purposes of the Contract, and shall disclose it only to the authorized agents of the County any PHI or Confidential Information. The Business Associate shall not disclose, publish or otherwise reveal any of the PHI or Confidential Information received from the County or under the Contract to any other party whatsoever except with the specific prior written authorization of the County.
- B. PHI and Confidential Information furnished in tangible or electronic form shall not be duplicated by the Business Associate except for purposes of the Contract and consistent with the terms of this Agreement. Upon the request of the County, the Business Associate shall return all PHI and Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.

- C. The Business Associate shall not, without specific prior written authorization of the County, remove any PHI or Confidential Information from the Sheriff's Office.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Limits on Use.** Business Associate may only use or access PHI and Confidential Information as necessary and required to perform functions, activities, or services required under the Contract. Business Associate cannot modify, alter or change, in any way, any PHI or Confidential Information of the County.
- B. Applicability.** This Agreement applies with respect to any aspect of the Services Agreement that involves the use or disclosure of PHI but only to the extent that the services or transactions of Business Associate are not exempt from HIPAA pursuant to 1179 of the Social Security Act (42 U.S.C. §1320d-8).

V. TERM AND TERMINATION

- A. Term.** The term of this Agreement shall commence as of the Effective Date set forth above in Section I.B, and shall terminate when Business Associate no longer has any access to PHI or Confidential Information of any kind and all of the PHI and Confidential Information provided by County to Business Associate, or created or received by Business Associate on behalf of County, is returned to County. Notwithstanding any other provision of this Agreement, the Business Associate shall be liable to the County for any and all damages and losses of any kind caused by any failure of Business Associate to abide by this Agreement, including, but not limited to, unauthorized access or loss of PHI or Confidential information, even if the damages caused thereby are occur after or are discovered after the termination of this agreement.
- B. Termination for Cause.** Upon County's knowledge of a material breach by Business Associate, County may in its sole discretion:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by County; OR
 2. Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement, in which case the Business Associate shall be in default under the Contract and the default provisions shall apply.

In addition, the County may report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in Section V.C.2, upon termination of the Agreement, for any reason, Business Associate shall return all PHI and Confidential received from

County, or created or received by Business Associate on behalf of Count and shall no longer access the County's PHI or Confidential Information for any reason. Business Associate shall retain no copies of the PHI. This section shall also apply to PHI and Confidential Information that is in the possession of subcontractors or agents of Business Associate.

VI. ACKNOWLEDGEMENT AND SIGNATURES

The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms. Accordingly, in witness whereof, this Agreement is executed by the parties, by their duly authorized representatives as of the date set forth above.

THE COUNTY: County of Fluvanna

Signature Date

Printed Name and Title of Officer: Steven M. Nichols, County Administrator

BUSINESS ASSOCIATE: Delta Response Team LLC

Signature Date

Printed Name and Title of Officer

FLUVANNA COUNTY BOARD OF SUPERVISORS BCC APPOINTMENTS STAFF REPORT

MEETING DATE:	July 11, 2018		
AGENDA TITLE:	Board, Commission, and Committee Appointments		
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):		
Board/Commission/Committee	Appointees	Begins Term	Ends Term
Economic Development Authority		Jul 1, 2018	Jun 30, 2022
Economic Development Authority		Jul 1, 2018	Jun 30, 2022
Economic Development Authority		Jul 1, 2018	Jun 30, 2022
Piedmont Virginia Community College Board		Jul 1, 2018	Jun 30, 2022

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
Economic Development Authority (3 Vacancies)	Scott Marshall	Reapp	Cunningham	Incumbent; First appointed 2004.
	Curtis Putnam	Reapp	Columbia	Incumbent; First appointed 2015.
	Rudy Garcia	New	Fork Union	
	Keith Smith	New	Cunningham	
Piedmont Virginia Community College Board (1 Vacancy)	Frank Gallo	Reapp	Palmyra	Incumbent; has completed one term. Letter of Support from Dr. Frank Friedman, President, PVCC
	Dr. Taj'ullah Sky Lark	New	Columbia	
	Dr. Fred Lang	New	Cunningham	
DISCUSSION:				
ENCLOSURES:	Candidate Applications; EDA Membership Info			

Current EDA Membership

Name	Position	Term Ends
Scott Marshall	Chair	Jun 30, 2018
Shelley Murphy	Secretary	Jun 30, 2020
Robert Flood	At-Large	Dec 31, 2019
Daniel T. Nunziato	At-Large	Aug 31, 2019
Curtis Putnam	At-Large	Jun 30, 2018
Gerald Swiggett	Treasurer	Aug 31, 2019
VACANT	At-Large	Jun 30, 2022
Jason Smith	Staff	N/A

Desired EDA Member Skill Sets

- Experience in business, economic and community development to include commercial real estate, broadband infrastructure, natural gas, water and sewer infrastructure, etc.
- Considerable knowledge in business retention and expansion activities.
- Experience in Chamber of Commerce and/or Economic Development activities and programs.
- Working knowledge of Fluvanna County local government.
- Experience with negotiation and the management of professional service contracts, property sales or acquisition, and economic development oriented negotiations.
- Maintains strong working relationships with the general public, area businesses, clients, the media, and others.



**COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application to Serve on Boards/Commission/Committees**

Name (Last, First MI) Putnam, Curtis L.		Election District Columbia	
Mailing Address 16408 James Madison Hwy.		Physical Address (if different)	
Home Phone N/A	Cell Phone 434-906-8400	Work Phone	Email curtislputnam@hotmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE: Retail Sales Sears 4 years, Maintenance Technician Fluvanna County 11 years			
EDUCATION: Western Michigan University, BS Sociology, Chemistry, Teaching Penn Valley Community College, coursework in Psychology and Accounting University of Missouri KC, One year Masters level in Biochemistry Piedmont Virginia Community College, Project Management, Reading Construction documents, and Personal Development courses.			
CIVIC ACTIVITIES/COMMITTEES: Writers Group of Fluvanna, Founded and participated for 7 years. Fluvanna County Leadership Development Course, 2007 (?)			
MEMBERSHIPS (FRATERNAL, BUSINESS, CHURCH OR SOCIAL GROUPS): Kiwanis Club, 1 year			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Tiger Team, Fluvanna County Government, 2014			
REASON(S) FOR WANTING TO SERVE: I wish to be a vital part of my community adding my experience, expertise and enthusiasm to a number of essential services. I will retire this July and wish to maintain and access my extensive network of friends in County Government.			
Please indicate on the attached sheets the Boards, Committees, or Commissions on which you wish to serve. Your application will be kept on file for three years. Applicants are considered as vacancies occur.			
Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963			
Signature		Date	

**PLEASE MARK ANY BOARDS, COMMISSIONS OR COMMITTEES
ON WHICH YOU WISH TO SERVE FROM THE BELOW LIST.**



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Keith Smith		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 35 Acre Ln Palmyra Va. 22963		Physical Address (if different)	
Years Lived in Fluvanna 30	Cell Phone – preferred? <input type="radio"/> 4345310795	Home Phone – preferred? <input type="radio"/> 4345310795	Email keithsmith011163@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Please see the attached resume.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: TJPDC			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Please see the attached resume.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I respectfully request the opportunity to continue representing Fluvanna on the TJPDC and advocating for Fluvanna's regional interests.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature Keith Smith		(Typing name below serves as digital signature)	
		Date 12/12/2017	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
x	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)

X	Board, Commission, Committee (cont.)
	JAUNT Board
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
X	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:		
Acknowledgement Sent:		
Renewal Date:		
Renewal Date:		
Renewal Date:		
Renewal Date:		

Tuesday, December 12, 2017

Keith B Smith

35 Acre Lane * Palmyra, VA 22963 * (434)531-0795 * keithsmith011163@gmail.com

An experienced, self-motivated professional with outstanding communications skills, problem solving skills and customer service.

Profile:

- Over 30 years' experience in all phases of, General Real Estate, Land Planning & Development, General Contracting and Business Management to include but not limited to General & Detailed Management, Local Public Policies, Problem Solving, Sales, Marketing, Financing, and Public Relations & Advertising.
- Excellent time management skills and a personal work ethic characterized by persistence, tenacity, willingness to listen, flexibility, creativity as well as versatility.
- Very open minded to new challenges and willing to learn & hone skills through continued education and open communications.
- Detail-oriented, with good organizational, multitasking, and problem-solving skills.
- Outgoing, energetic with a proven ability to create and maintain positive and beneficial relationships with peers, administration, management, government officials and the general public.

Experience:

- 2009 – Present: Roy Wheeler Reality Co.
 - *Licensed to practice Real Estate Agent in the State of Virginia.*
- 1999 – Present: YES Business Management L.L.C.
 - *Consulting and facilitating services for local business and individuals conducting business and land planning / economic development projects with local Governments.*
- 1997 – 2011: Acres Development L.L.C.
 - *Land Planning and Development.*
- 1987 – Present: Bridge Hampton Builders Inc.
 - *Virginia State Class A General Contractor.*

Military Experience:

- 1980 to 1986 USMC, Military Police / Marine Security Guard at US Embassies abroad.
 - Sgt. Honorably discharged.

Education / Professional Studies and Certifications:

- Gen. Douglas Mac Arthur, Levittown, Long Island, NY. High School Graduation, Vocational Horticultural Degree.
- SUNY The State University of New York: Farmingdale NY, Horticultural / Landscaping, completed one year of a two-year associates degree.
- US Air Force Police Academy: Lackland AFB TX, Law Enforcement. Received Federal Police certification.

- USMC Marine Security Guard: Quantico VA, US Embassy security, received Top Secret clearance.
- EMT: Lake Monticello Rescue Squad
- Va. State Class A Contractors License: Richmond Va., Received Class A License.
- Basic Principles of Real Estate: Charlottesville Va., Received license to practice Real Estate in the State of Va.

Additional Skills:

- Experienced & knowledgeable in computer applications incl. CAD, Microsoft Word, Excel, PowerPoint.

Current public service affiliations and memberships:

- *Board Member of the Thomas Jefferson Planning District Corporation.*
- *Member of the Thomas Jefferson Planning District Commission.*
- *Board Member of the Thomas Jefferson Community Land Trust.*
- *2016 Graduate of the Charlottesville/Albemarle Chamber of Commerce "Leadership Class"*
- *Member of various committees within the Charlottesville Area Association of Realtors.*

References:

- **Mr. Chip Boyles** Phone Number, (804) 979-7310 ext 110
 - **ED, Thomas Jefferson Planning District**
- **Mr. Lenoard Bozza.** Phone Number, (516) 652-8314
 - **President, Lake Monticello Vol. Fire and Rescue Inc.**
- **Mr. Michael Guthrie** Phone Number, (434) 227-9118
 - **CEO, Roy Wheeler Realty Inc.**
- **Lt. Col. Raymond Beal III** Phone Number, (904) 451-1537
 - **Lt. Col. USMC JAG, Appellate Judge retired.**



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Rudy L. Garcia		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 802 Rivanna Woods Dr Fork Union, VA 23055		Physical Address (if different)	
Years Lived in Fluvanna 17	Cell Phone – preferred? <input checked="" type="radio"/> 850-776-9209	Home Phone – preferred? <input type="radio"/> 434-842-9249	Email rleegarcia@rleegarcia.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): MS ED Walden University Global View Capital Advisors-3 years Retirement Plan Advisors of Virginia- 5 years HBW Advisory Services- Provisional Agency Vice President- 2 years President and Founder of Rivanna Woods Financial Services- 10 years Federal Emergency Management Agency- Disaster Logistician- 6 Year Retired U.S. Army Senior Noncommissioned Officer-Logistics Management-22 Years			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Director and President- Prevent Child Abuse Virginia- 2012-Present Rotary Club of Fluvanna County 2011-Present Director Fluvanna Chamber of Commerce 2013- Present Director Retail Merchants Association 2010-Present Director Youth Life Foundation Richmond 2012-Present Fluvanna Leadership Development Program Steering Committee 2012-Present Fluvanna County Finance Board- 2014-Present Director and Treasurer Goochland Chamber of Commerce- 2007-2013			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Fluvanna Rotary Club- 2011 to Present Fluvanna Chamber of Commerce -President Goochland Chamber of Commerce- Treasurer Retail Merchants Association- Director			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I have been serving the county in some capacity since 2012. I currently am President of the Chamber of Commerce. Working on the EDA would be a natural extension that would better allow the Chamber and the EDA to serve their joint constituents.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Rudy L. Garcia <i>(Typing name below serves as digital signature)</i>		Date Nov 20, 2017; May 7, 2018 (updated)	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
X	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)

X	Board, Commission, Committee (cont.)
	JAUNT Board
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
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	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	November 20, 2017	Received by Kelly Harris through website. 11/20/2017
Acknowledgement Sent:	November 20, 2017	
Renewal Date:		
Renewal Date:		
Renewal Date:		
Renewal Date:		



GLOBAL VIEW CAPITAL®
A D V I S O R S

Global View Capital Advisors is a global network of financial service professionals servicing thousands of clients with innovative solutions in an unpredictable world.



Rudy Garcia

Executive Director
802 Rivanna Woods Dr
Fork Union VA 23055
Office: 804-323-3032 x 101
Fax: 804-767-1844
Cell: 850-776-9209
E-mail: rgarcia@gvcaponline.com
Web: gvcaponline.com

At Global View Capital Advisors, our mission is to help design, grow, and protect the personal economies of families from all over the world.

BIOGRAPHY

Rudy has a diverse background of over 30 years of coaching and financial consultation experience that he relies on to work with clients on their personal and business retirement plans.

Rudy grew up in south Florida and spent 18 years living in Key West before joining the US Army and spending the next 22 years serving the country in various assignments in multiple locations across the US, Europe and North Africa. It was while he was in the Army that Rudy fell in love with learning and education and developed a passion for serving others.

He has over 25 years of adult education experience, having served as a trainer educator in the U.S. Army and the Federal Emergency Management Agency. He brings over 26 years of Managerial experience in both the military and federal government, culminating his military career as the Deputy Commandant for the US Army's Quartermaster School's NCO Academy where he oversaw curriculum development and delivery of over 23 courses to over 3000 students annually. Rudy also has experience as a High School French and Spanish Teacher at Fork Union Military Academy. Because of his experience with the Army, FEMA and his own

Master's Program, Rudy is quite familiar and comfortable with distance learning as a delivery medium for training and education classes.

The passion he brings about educating others is built into the way he conducts business. Whether he is meeting with a business owner and providing an evaluation of an employer sponsored retirement plan or with a family discussing the paths they can take to move closer to their ultimate retirement goals, Rudy makes each experience an educational event.

Because of his many years of experience in adult education it was a natural outgrowth for him to adapt those skills to serving the business community; as a result he has been conducting live educational seminars for business owners for the past several years. These skills serve well in the employer sponsored retirement plan arena as he brings his experience to bear on the employee educational plans that are so essential to each plan participant achieving their goals.

Rudy's desire to serve others also manifests itself in his community involvement. He has been involved in service organizations since 1980 when he was the Lion Tamer for the Ft Bliss Lions Club in El Paso, Texas. While stationed in Tunisia in the mid 1990's he was the treasurer for the US Government Employees Recreation

Association and the President of the Tunis American Softball Association. He continued his community service throughout his military career and is still serving his community today as a Board Member for multiple non-profits and trade associations as well as a member of the Rotary Club of Fluvanna County.

Rudy is married to Catherine, who is currently teaching Freshman English at Fork Union Military Academy, and more significantly, is a Retired Command Sergeant Major with 24 years of service in the Criminal Investigation Command of the US Army. Rudy has two children, Edward and Georgia and three grandchildren, Noah, Gabriel and Hannah.

QUALIFICATIONS

Chartered Retirement Plans SpecialistSM
Professional Plan ConsultantTM
Accredited Domestic Partnership AdvisorSM

MEMBERSHIP ORGANIZATIONS

Director and President- Prevent Child Abuse Virginia- 2012-Present
Rotary Club of Fluvanna County 2011-Present
Director Fluvanna Chamber of Commerce 2013- Present
Director Retail Merchants Association 2010-Present
Director Youth Life Foundation Richmond 2012-Present
Fluvanna Leadership Development Program Steering Committee 2012-Present
Fluvanna County Finance Board- 2014-Present
Director and Treasurer Goochland Chamber of Commerce- 2007-2013

BUSINESS PHILOSOPHY

My philosophy is relatively simple. I have adopted the filter of the Rotary Four Way Test into all of my business dealings:

First: Is it the Truth

Second: Is it fair to all concerned?

Third: Will it build good will and better friendship?

Fourth: Will it be beneficial to all concerned?

I also adhere to the ROTARIAN CODE OF CONDUCT

So As a Rotarian, I will:

1. Act with integrity and high ethical standards in my personal and professional life
2. Deal fairly with others and treat them and their occupations with respect
3. Use my professional skills through Rotary to mentor young people, help those with special needs, and improve people's quality of life in my community and in the world
4. Avoid behavior that reflects adversely on Rotary or other Rotarians

I have found that by following these two "Golden Rules" I am able to deal honestly and fairly with not only my clients, but also everyone I happen to meet during the course of a day.



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Dr. Fred Lang		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 542 Country Creek Way Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 6	Cell Phone – preferred? <input checked="" type="radio"/> 703 585-5228	Home Phone – preferred? <input type="radio"/> 434 589-2725	Email Profml2008@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Solano Community College 1963-1965; University of California at Santa Barbara 1965-1967 BA in Political Science; California State University at Sacramento 1972-197 Masters in Public Administration; California Institute of Integral Studies 1994-2000 PhD in Integral Studies and an emphasis in Organizational Behavior. I also served in the Army National Guard in California and Oregon and achieved the rank of Captain before leaving after 13 years. Half of my career has been in the public sector and half has been in the private sector. I was an assistant to the City Manager of the City of Stockton, CA and Community Development Director (1972-1976); I was an investment counselor for Merrill Lynch (1977-1978); I worked for a Redevelopment Agency in Sacramento 1978-1981; I was a consultant with Mathis & Associates in Napa, CA; Career Development Associates; Triad Organizational Systems; Leemak Training Systems in the San Francisco area. I worked with the IRS in San Francisco and managed all of their training program west of the Mississippi River (1992-2000). I worked with the US Office of Personnel Management (2000-2004); I worked with the US Department of Commerce (2004-2012). I served in the Army National Guard from 1967-1981. I have taught for the University of Phoenix for over 20 years as an adjunct professor (1988-2010). I now teach for Bellevue University in their online doctoral (2014-2018) program.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: I founded and chaired the Federal Interagency Chief Learning Officer (CLO) Council which was composed of the highest ranking CLOs from all Federal agencies in Washington DC; earlier in my career, I led a citizens committee in Stockton, CA. I served on a committee representing the Department of Commerce at the White House dealing with National Security Training. I served on many, many government committees in my career.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): I was the Vice-President of an HOA in Fairfax, VA. I was a member of the Cunningham Methodist Church; and participated on the Fluvanna County Leadership Program and then was invited to teach a couple of the courses in the program.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: My entire career has been devoted to education and learning. I have mentored many people in my career and I want to make a difference in the lives of the students in Fluvanna County and the Region by providing input to the PVCC policy. My wife and I have been funding a scholarship program of \$1,500/year for the past 4 years. It is only open to Fluvanna High School graduates. I believe that I am highly qualified to mentor others and promote policies that make learning inclusive and available to everyone.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Fred M. Lang		Date 04/20/2018	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)

X	Board, Commission, Committee (cont.)
	JAUNT Board
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Parks & Recreation Advisory Board
X	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	04/20/2018	
Acknowledgement Sent:	04/25/2018	
Renewal Date:		
Renewal Date:		
Renewal Date:		
Renewal Date:		

FRED M. LANG, PhD

Dr. Lang is an adjunct **on-line professor** for Bellevue University (near Omaha, NB) where he teaches in their Leadership Seminar doctoral program. Lang has significant experience as the Chief Learning Officer of the U.S. Department of Commerce (2004-2012) in Washington DC. While in this position, he designed all of the courses within Commerce's Leadership pipeline including the SES CDP Program. In 2005, he **founded and chaired** the Federal inter-agency Chief Learning Officer (CLO) Council (2005-2010), whose membership includes the highest-ranking CLOs from Federal Cabinet Agencies. Prior to that assignment, he served with the U.S. Office of Personnel Management as a national program manager and subject manager expert on leadership development; leadership succession planning; and the use of technology in learning development. In January of 2017, he was admitted to the faculty of the Federal Executive Institute in Charlottesville, VA, as an intermittent employee, where he is engaged in redesigning and managing some of their courses.

After his retirement from the Federal Government in 2012, he provided consulting services to some Washington DC based firms. His private sector experience, earlier in his career, included 12 years working in senior and executive level consultant positions in the San Francisco Bay Area and California's Silicon Valley. In addition, he has more than two decades of both classroom and online instructional time as an adjunct university professor in the academic arena.

Dr. Lang received his Doctoral Degree (PhD) in Integral Studies, in 2000, from the **California Institute of Integral Studies** in San Francisco with an emphasis in organizational behavior. He earned a Masters Degree in Public Administration (MPA) from **California State University Sacramento**-1974 and a Bachelor's Degree in Political Science (BA) from the **University of California at Santa Barbara**-1967.

He authored several published articles that included: "**Risk Failure to Succeed**", "**Leading and Learning in Turbulent Times**", and "**How Learning Can Regain Relevance**" which were published in the Chief Learning Officer magazine in February 2011, April 2012, and September 2013 respectively. In 2006, he published his first book entitled: **How to Teach in a Virtual Classroom**; After 4 ½ years of research, American Press Publishers published his second book in June 2017. It is entitled: **Leadership Lessons from Great World Leaders**. It is being used in the online doctoral program at **Bellevue University in Nebraska**. It is expected to be used this year at **Montana State University**. It also available on Amazon





PIEDMONT VIRGINIA COMMUNITY COLLEGE

Office of the President

March 16, 2018

Mr. Mike Sheridan, Chair
Fluvanna County Board of Supervisors
P. O. Box 540
Palmyra, VA 22963

Dear Mr. Sheridan:

Our records indicate that Frank Gallo's term on the Piedmont Virginia Community College Board expires June 30, 2018. Mr. Gallo is eligible for reappointment to a second four-year term. I respectfully request that the Board of Supervisors consider Mr. Gallo's reappointment. He brings a wealth of knowledge on numerous topics, serving the College and the residents of Fluvanna in an exemplary manner.

As you know, our College Board provides a vital link between the College and the community. We appreciate the Board's assistance in assuring that we always have outstanding individuals on our College Board.

Enclosed is a College Board profile to assist the Board in making its decision. Let me know if Board members would like to discuss the profile, or if they need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Frank Friedman".

Frank Friedman
President

Enclosure

c: Sean Moynihan, College Board Chair
Steven Nichols, County Administrator
Frank Gallo



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Taj'ullah Sky Lark, PhD		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) p.o. box 14 Kent's Store, Va 23084		Physical Address (if different) 3576 Cedar Lane Rd Kent's Store, Va 23084	
Years Lived in Fluvanna 20	Cell Phone – preferred? <input checked="" type="radio"/> 804 647 3750	Home Phone – preferred? <input type="radio"/>	Email drtajullahskylark@outlook.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Ph.D.: Education Hampton University - Hampton, VA Concentration: Higher Education Leadership & Management Master of Science: Education Fordham University - Bronx, NY Concentration: Curriculum & Learning/Adult Education Master of Arts: Education University of Illinois Urbana Champaign - Urbana Champaign, IL Concentration: Teaching & Learning /Community College Leadership Bachelor of Arts: Art Rutgers University R Mason Gross School of the Arts - New Brunswick, NJ Concentration: Art Psycho Therapy			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: "• Advocate for the Homeless, NYC, NY (1985-1988)• Activist for Women's Rights, NYC, NY (1985-1990)• Green Peace, NYC, NY (1986-1987)• Ezibu Muntu Cultural Center Richmond, VA (1992-present)• Daughters of Earth Mentoring Central VA (2000 - present)• Monticello Community Action Agency Charlottesville, VA (2000-2002)• Bama Works Fund Dave Matthews Band (2005)"			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I want to service Fluvanna County because Fluvanna County has been my home for more than 20 years and I would like to give back to my community. I believe that this position should be held by someone who is qualified with the right education degrees and work experience in the field of higher education. I am qualified because I have two master degrees in Community College Teaching and Learning and Adult Education as well as a PhD in Higher Education Leadership and Management. I have also worked as an administrator and professor at the Community College and University levels.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature Taj'ullah Sky Lark		Date 04/18/2018	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
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	Audit Committee
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	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
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	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)

X	Board, Commission, Committee (cont.)
	JAUNT Board
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Parks & Recreation Advisory Board
X	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)

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6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	04/20/2018	
Acknowledgement Sent:	04/24/2018	
Renewal Date:		
Renewal Date:		
Renewal Date:		
Renewal Date:		

CURRICULUM VITAE

T. Sky Lark, Ph. D.

Cell: 804.647.3750

Email: drtajullahskylark@outlook.com

Academic History

Ph.D.: Education

Hampton University - Hampton, VA

Concentration: Education Leadership & Management

Master of Science: Education

Fordham University - Bronx, NY

Concentration: Curriculum & Learning/Adult Education

Master of Arts: Education

University of Illinois Urbana Champaign - Urbana Champaign, IL

Concentration: Teaching & Learning /Community College Leadership

Bachelor of Arts: Art

Rutgers University – Mason Gross School of the Arts - New Brunswick, NJ

Concentration: Art Psycho Therapy

Current Position

Diversity Equity Equality Consultant - current

Sustainable Knowledge Global Solutions

- Designs and administers diversity education programming;
- Develops and implements Diversity & Cultural Competency training for K-21 faculty and administrators;
- Facilitates 21st century K-21 teacher training workshops;
- Grant proposal reviewer and writer for nonprofit organizations;
- Curriculum development for graduate level course work in Education;
- Curriculum development for K-6 education;
- STEM programming for K-12 learners;
- Program development, assessment and evaluation;
- Human Resource Minority EOP Recruitment Training;
- Facilitates faculty professional development workshops in diversity and inclusion;
- Organizational Change Management/ assessment & evaluation;
- Reviews and evaluates faculty curriculum for multi-cultural education components;
- Conducts, analyzes, and interprets qualitative and quantitative research in multi-cultural curriculum and education;
- Mentors at risked girls ages 9-19 in urban and rural communities;
- Mentors undergraduate and graduate level college students.

Higher Education Administrative Appointments

Curriculum Developer

Virginia Union University Syphax School of Education, Psychology, and Interdisciplinary Studies

- Developed Curriculum for Master of Education in Curriculum Instruction Elementary and Urban tracks;
- Developed Hybrid and Online course delivery for Master of Education in Curriculum Instruction Elementary and Urban tracks;
- Mentored Graduate Students for academic success;
- Advised Graduate Students;
- Evaluated Curriculum Instruction Elementary and Urban tracks courses;

- Collaborated with geographically-distributed academic constituents and colleagues during the design, development, and launch for new courses and major course revisions;
- Provided insights and recommendations to academic constituents regarding selection of learning objects, activities and assessments as related to the strengths and capabilities of the institution's online learning platform;
- Edited and organizes electronic information to create high-quality course content that is suited to the adult online learner;
- Produced instructional materials such as graphics and interactive media elements.

Executive Level Administrative Support to the Assistant Dean /Advanced Research Specialist & Program Coordinator (STEM)

School of Engineering and Applied Science Center for Diversity in Engineering University of Virginia

- Managed daily function of the Center for Diversity office including budget development and monitoring, and development and implementation of diversity initiatives;
- Provided support in a wide variety of areas related to the school's administrative operations including activities and assignments related to the production of reports on a variety of topics including faculty and staff planning, curricular development and various other aspects of Diversity & Inclusion
- Provided high-level administrative support and assistance to the Dean, ensuring seamless coordination of the Dean's schedule and administrative activities,
- Provided comprehensive communications support (both verbal and written) using thorough research and analysis, as requested; prepared non-routine letters and/or reports which may be highly sensitive and confidential in nature;
- Managed extensive confidential correspondence to include responding to routine correspondence, providing resource material and/or drafts, reading, prioritizing, and referring incoming and outgoing mail;
- Assisted with the design and implementation of internal reports; development of presentations
- Served as principal contact and source of information for staff, faculty, students and external constituents;
- Leadership development programs for underrepresented groups and women;
- Conducted grant research/proposal review in STEM;
- Conducted research on minorities in STEM;
- Oversaw curricular planning and development, budget management, external resource development including extramural research funding and development;
- Recruitment of minority students;
- Coordinated summer programs and student organizations within the School of Engineering;
- Conducted statistical and data analysis for summer programs;
- Conducted research in diversity in STEM;
- Developed pretest and post-test for 5th –7th grade students in STEM summer programs;
- Developed STEM curriculum for the ExxonMobil Bernard Harris Summer Science Camp;
- Created and maintained department website and summer science programs blog;
- Advised minority Students and monitored grades;
- Support student success both at the undergraduate and graduate levels focusing on student quality and diversity and provide services to ensure their success;
- Prepared Procurement documents;
- Composed, coordinated and executed internal and external communications strategies related to the University's diversity and inclusion initiatives;
- Composed Executive Summaries for competed grant funded programs;
- Developed/maintained collaborative relationships with internal and external partners and other stakeholders in the communities served by CDE programs;
- Developed assessment and evaluation procedures and executive reports for the Assistant Dean;
- Ensured fiscal and administrative operations were executed in compliance with state; university policies and procedures; and granting institutions;
- Facilitated continuous communication between students, administration, faculty, and staff to identify strengths and challenges in the educational experience of pipeline students;
- Ensured the collection and management of student data, including student outcomes.

Executive Level Advanced Administrative Assistant & Research Specialist (STEM)

Office of the Vice President and Chief Officer for Diversity and Equity University of Virginia

- Monitored National Science Foundation (NSF) funded project Virginia-North Carolina Louis Stokes Alliance for Minority Participation;
- Researched private grants, local donor development; foundation Grants; and State and Government Funding in Diversity Initiatives;
- Assisted in university diversity event planning and ceremonies;
- Reviewed Statistical Data for disparities in health care;
- Composed acquisition reports;
- Co-Authored and Published Articles in Academic Journals;
- Researched and identified grant funding in STEM and diversity initiatives.

Administrative Program Assistant Team Works Outreach

Piedmont Virginia Community College

- Adult Education Outreach Remedial administrator for displaced workers, former incarcerated people, immigrants, and refugee clients;
- Composed RFP's for Operational, Technological, and Diversity Grants;
- Project and program coordination in Workforce Services;
- Administered Adult Basic Education (ABE) Testing;
- Administered WIN Solutions Work-keys Assessment Systems skills assessment system that helps employers select, hire, train, develop, retain a quality workforce, and assess measurable foundational and soft skills;
- Administered Career Readiness Certification program;
- Advised Adults in Career Opportunities. Assisted in job search and job application to Virginia Employment Commission;
- Advised College Students in academics, financial Aid, and scholarships.

Undergraduate & Graduate Teaching Appointments

Virginia Union University Syphax School of Education, Psychology, and Interdisciplinary Studies

Graduate Courses:

- EDU 524 Curriculum Theories, Design & Assessment
- EDU 526 Instructional Technologies
- EDU 528 Policy and Critical Issues in Curriculum & Instruction

Argosy University

Undergraduate Course:

- ASP 100 Skills for Success
- Student advising

Piedmont Virginia Community College

Team Works Outreach

Adult Education Outreach Remedial Instructor for displaced workers, former incarcerated people, immigrants, Welfare to Work clients.

- Administered WIN Solutions; Work keys Assessment Systems; Career Readiness Certification;
- Instructed Remedial Math;
- Facilitated Workforce Essential Skills;
- Instructed MS Word Computer Literacy Certification;
- Instructed English literacy;
- Instructed GED Preparation;
- Provided case management services for students entering PVCC who need extra services and support;
- Monitored students that have been referred to the early alert program and follow up with students as needed on enrollment, attendance, and other student success issues;
- Served as liaison with teaching faculty for at-risk students identified through the SAILS early alert system;
- Connected students with college resources such as tutoring, academic coaching, disability services, veterans' services and community resources as needed;

- Developed and explore academic and career goals with each student and create an individual advising and student success plan.

Grants

Funding STEM in Alternative Education Principle Investigator

National Oceanic and Atmospheric Administration \$5,716.31 (2008)

Office of the Inspector General \$500.00 (2008)

Marine Mammal Commission \$35,000.00 (2007)

National Institute of Health \$381,000.00 (2000-2006)

Securities Exchange Commission \$120,000.00 (1999)

Presentations

2017

- Universities, Slavery, Public Memory, and the Built Landscape”, “Cemeteries, Slavery, and History”. Black Burials: Walking on Top of Graves and the Complexities of Tracing Ancestry. University of Virginia.

2015

- Bernard Harris EXxon Mobile S.T.E.M. Summer Science. University of Virginia.

2014

- From Home School to College. Exploring the Transition Experiences of Homeschooled African American Students into Predominantly White Institutions. Hampton University.
- Bernard Harris EXxon Mobile S.T.E.M. Summer Science. University of Virginia.

2013

- From Home School to College. Exploring the Transition Experiences of Homeschooled African American Students into Predominantly White Institutions. Hampton University.
- Bernard Harris EXxon Mobile S.T.E.M. Summer Science. University of Virginia.

2012

- African American Racial Identity & College Student Development Theory in Higher Education. Hampton University.
- Bernard Harris EXxon Mobile S.T.E.M. Summer Science. University of Virginia.

2011

- Leadership in Higher Education. Best Practices. Hampton University.
- 21st Century Strategic Planning for 2 and 4 Year Institutions. Hampton University.
- Bernard Harris EXxon Mobile S.T.E.M. Summer Science. University of Virginia.

2010

- Diversity & Equity in Education. For Student Teachers. Fordham University.
- Diversity & Equity in Education. Professional Development for Community College Faculty. How does Race affect how we learn & teach? Northeastern University.
- S.T.E.M Education and Minority Students. Fordham University.

2009

- Diversity & Equity in Education. Professional Development for Community College Faculty. How does Race affect how we learn & teach? Fordham University.

2008

- Effective Teaching: Examples in History, Mathematics, and Science. University of Illinois Urbana Champaign.
- Diversity & Equity in Higher Education. Increasing the Enrollment of Graduate Students of Color. Fordham University.
- Piedmont Virginia Community College and the Homeschooled Student. Faculty & Administrator Perceptions. University of Illinois Urbana Champaign.
- Cognitive Apprenticeship. Learning by Doing. University of Illinois Urbana Champaign.

Conferences/Symposiums

2018

- InSITE 2018: Informing Science + IT Education Conferences: La Verne, California.

2017

- Universities, Slavery, Public Memory, and the Built Landscape”, “Cemeteries, Slavery, and History”. Black Burials: Walking on Top of Graves and the Complexities of Tracing Ancestry. University of Virginia.
- Informing Science + IT Education Conference Ho Chi Minh (Saigon), Vietnam.

2016

- EMENA-TSSL Europe, Middle East and North Africa Conference on Technology and Security to Support Learning: Saïdia Morocco.

2015

- InSITE Informing Science + IT Education Conferences: California.
- e-Skills Conference: Limpopo South Africa.

Publications

Sky Lark, T. (Spring, 2017). Unlocking Doors: How Gregory Swanson Challenged the University of Virginia's Resistance to Desegregation. *A Case Study*. Spectrum: A Journal on Black Men.

Sky Lark, T. (2015). From Homeschool to College: *The African American Experience*. Wise Womyn Write.

Sky Lark, T. (2014). From homeschool to college| Exploring transition experiences of homeschooled African American students at Predominantly White Institutions. ProQuest Diss. #3629586.

Martin, M., Snyder, A., Martin, J., Sky Lark, T. (2013) “*What Dr. King Might Say About Health Care Today*”, In: Contemporary Public Policy and Social Development in the Post-Civil Rights Era: Through the Prism of Dr. Martin Luther King's Dream, edited by Clemons, M., Brown, D., Dorsey, W. University Press of Mississippi.

Sky Lark, T. (2013). Faculty of color in academe: What 20 years of literature tells us. Institute of Education Sciences.

Sky Lark, T. (2012). The desegregation of higher education, race conscious admissions policies and the Federal Constitution: Before Brown vs. Board and beyond. *The Journal of Pan African Studies*, vol.5, no.5.

Sky Lark, T. (2012). Challenges to affirmative action race conscious college admissions policies affecting the affordability of higher education for African American students. Institute of Education Sciences.

Sky Lark, T. (2011). Funding barriers in higher education. *Academic Leadership*, vol.9, no.3.

Sky Lark, T. (2011). The call to duty. How higher education answers the charge of education reform. Institute of Education Sciences.

Peer Reviewer for Academic Journals/Granting Institutions 2005- current

Interdisciplinary Journal of E-Skills and Lifelong Learning
 The International Journal of Doctoral Studies
 Journal of Information Technology Education: Innovations in Practice
 Journal of Information Technology Education: Research
 MERLOT Journal of Online Learning and Teaching
 National Institutes of Health Grants Administration
 Journal of Negro Education
 Bureau of Justice Assistance
 Bureau of Justice Statistics
 National Institute of Justice

Office of Juvenile Justice and Delinquency Prevention

Office for Victims of Crime

Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking

Certifications

- Human Subject Research University of Illinois Urbana Champaign
- General Education Development Fast Track Virginia Commonwealth University
- Test for Adult Basic Education Virginia Commonwealth University
- Adult Learner Virginia Commonwealth University
- Teaching English to Speakers of Other Languages Virginia Commonwealth University
- Preventing and Addressing Discrimination, Harassment and Retaliation Training UVA
- EOP Search Committee Training University of Virginia
- University Staff Hiring Official Training University of Virginia
- National Institute of Health Human Subject Research Certification
- Human Subject Research University of Virginia
- Faculty Search Committee: Embracing Diversity in the Pursuit of Excellence UVA

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

MEETING DATE:	July 11, 2018				
AGENDA TITLE:	Budget Transfer for Unclaimed Body Charges				
MOTION(s):	I move the Board of Supervisors approve a budget transfer of \$1,500.00 from FY18 BOS Contingency to the FY18 Sheriff's Office Professional Services budget for Unclaimed Body service charges incurred.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Eric Hess, Sheriff, and Eric Dahl, Deputy County Administrator/Finance Director				
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Finance Director				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	The Sheriff's department had to arrange proper handling of an unclaimed body. The charges for services from the funeral home are \$1,500. This is an uncommon occurrence and is not included in the Sheriff's Office budget.				
FISCAL IMPACT:	This will increase the FY18 Sheriff's Office budget by \$1,500.00				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Invoice from Sheridan Funeral Home				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX			

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

For Funeral of Alvin Lee Curran Date of Death 5/13/18 Date of Today 5/15/18

1. Professional Services: Basic \$ _____
 2. **EMBALMING:**
 - A. Normal or autopsied Authorized by _____ \$ _____
 - B. Restoration of Remains \$25 per hour \$ _____
 3. **Other Preparation of Body:**
 - A. Hair Dresser \$ _____
 - B. Bathing, surface disinfection & dressing \$ _____
 4. **FUNERAL HOME FACILITIES:**
 - A. Use of Facilities & Staff for Viewing /Visitation (Each night and portion of any day) \$ _____
 - B. Use of Facilities & Staff for Funeral Ceremony (Chapel or Rooms) \$ _____
 - C. Facilities & Staff For Memorial Service \$ _____
 - D. Equipment & Staff for Graveside Service \$ _____
 5. **AUTOMOTIVE EQUIPMENT:**
 (Local service, beyond 25 miles, add \$2.85 per loaded mile per vehicle plus overnight expenses if necessary.)
 - A. Transfer of remains to Funeral Home \$ _____
 - B. Hearse for Funeral \$ _____
 - C. Flower Car \$ _____
 - D. Other Automotive Equipment:
 - Family Car \$ _____
 - Utility Vehicle \$ _____
 - Lead Car \$ _____
 - E. Extra mileage charge _____ miles @ \$2.85 \$ _____
 6. **TRADITIONAL PACKAGING:** \$ _____
- TOTAL SERVICES, FACILITIES AND AUTOMOTIVE** \$ 1500-
7. **FORWARDING REMAINS TO ANOTHER FUNERAL HOME:**
 See General Price List for complete description \$ _____
 8. **RECEIVING REMAINS FROM ANOTHER FUNERAL HOME:**
 See General Price List for complete description \$ _____
 9. **DIRECT CREMATION:**
 See General Price List for complete description \$ _____
 10. **IMMEDIATE BURIAL:**
 See General Price List for complete description \$ _____
 11. **MERCHANDISE SELECTION:**
 - A. Casket \$ _____
 - B. Outer Burial Container \$ _____
 - C. Cremation Tray \$ _____
 Cremation Urn \$ _____
 Cremation Vault \$ _____
 - D. Air Shipment Tray \$ _____
 - E. Clothing \$ _____
 - F. Burial or Canvas Pouch \$ _____
 - G. Flowers \$ _____
 - H. Memorial Package \$ _____
- TOTAL MERCHANDISE SELECTED** \$ _____
12. **ANTICIPATED CASH ADVANCES:**
We charge you for our services in obtaining:
 - A. Newspaper Notices \$ _____
 - B. Certified Copies of Death Certificate (@ _____) \$ _____
 - C. Telephone and/or Facsimile \$ _____
 - D. Organist \$ _____
 - E. _____ \$ _____
 - F. _____ \$ _____
 - G. _____ \$ _____
 - H. _____ \$ _____
 - I. _____ \$ _____
 - J. _____ \$ _____
- TOTAL ANTICIPATED CASH ADVANCES:** \$ _____

SUMMARY:

Services, Facilities and Automotive Equipment	\$ <u>1500-</u>
Total Merchandise Selected	\$ _____
Virginia Sales Tax on Merchandise	\$ _____
Total Anticipated Cash Advances	\$ _____
SUBTOTAL FUNERAL ACCOUNT	\$ <u>1500-</u>
* Late Item	\$ _____
GRAND TOTAL	\$ _____

DISCLOSURES:

If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

Reason for Embalming _____
 Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items. We will explain the reasons in writing below.

The only warranty on the casket or outer burial container or both sold in connection with this service is the express written warranty, if any granted by the manufacturer. Sheridan Funeral Home, Inc., makes no warranty, express or implied, with respect to the casket and/or outer burial container.

ACKNOWLEDGEMENT AND AGREEMENT:

I/we hereby acknowledge that I/we have the legal right to arrange the final services for the deceased and I/we authorized Sheridan Funeral Home, Inc. to perform services, furnish goods, and incur outside charges specified on the Statement. I/we acknowledge that I/we have received, on this date the General Price List and have been offered for review the Casket Price List and Outer Burial Container Price List. I/we also acknowledge execution and receipt of a copy of this Statement.

Terms of Payment: The total funeral account is due and payable no later than _____. If payment is not made in full by that date. I/we understand that I/we will be in default of this agreement and that a late fee or penalty of 1% per month (12%APR) will be added to the unpaid portion of the balance due for each month any balance remains unpaid. I/we agree to pay and/or guarantee payment of the charges listed on the Statement, plus any applicable late fees for finance charges. In the event of default of payment, I/we agree to pay reasonable attorney's fees and court costs. I/we agree that the liability is being personally assumed by me/us and is in addition to the liability imposed by law upon the estate, and this agreement does not constitute a release of liability by my/our signature below. I/we Waive my/our Homestead Exemption with regard to this debt. Acknowledgement and agreement of the above is hereby made.

Signed [Signature] Dated 5/13/18



Street _____ **INVOICE CERTIFICATION**

City _____ ORG # _____ OBJECT # _____ Zip _____ AMOUNT _____

Co-Signed _____ Dated _____

Street _____

City _____ SIGNATURE _____ DATE _____

City _____ Zip _____

ACCEPTANCE: Sheridan Funeral Home, Inc. agrees to provide all services, merchandise and cash advances on this Statement.

By [Signature] Licensed Director

THIS IS YOUR STATEMENT

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

MEETING DATE:	July 11, 2018				
AGENDA TITLE:	Project Agreement #2 –Appraisal Services for Zion Crossroads Water/Sewer System				
MOTION(s):	<p>I move the Board of Supervisors approve Project Agreement # 2 between Fluvanna County and Bowman Consulting Group, LTD., to complete Basic Administrative Reports (BAR) of real property within the Zion Crossroads Water and Sewer Project, update and finish Project Agreement #1 Appraisal Services, and provide as needed additional water project services at hourly rates set forth in the term contract and further authorize the County Administrator to execute the agreement subject to the County Attorney’s review, update, and approval as to form.</p>				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):	C7	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda X	Other
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Vendor will create a BAR (Basic Administrative Report) for all easements, temporary easements and properties to be acquired for the Water Project • These are required in order to move forward with property acquisition • Also included in this Project agreement are updates to project agreement #1 including formal appraisal services for three Fee Simple properties • Other necessary work may be required depending on property findings as work commences 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Budgeted within the Zion Crossroads Water and Sewer budget 				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Project Agreement #2				
REVIEWS COMPLETED:	Legal X	Finance	Purchasing X	HR	Other

This **PROJECT AGREEMENT NO. 2** (“Agreement”) under that **APPRAISAL SERVICES OF REAL PROPERTY CONTRACT** dated February 26, 2018 (collectively with all exhibits hereto, the “Contract”) is dated this ____ day of _____, 2018 and is made by and between The **COUNTY OF FLUVANNA** (the “County”), a political subdivision of the Commonwealth of Virginia, and **BOWMAN CONSULTING GROUP, LTD.** (“Contractor”), a Virginia corporation, and is binding among and between these parties as of the date of the County’s signature. The parties hereto agree as follows:

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

I. CONTRACT: This Agreement is a project agreement under the Contract and the Contract and all provisions, obligations, requirements and exhibits thereto are incorporated herein by reference as a material part of this Agreement. All defined terms in the Contract have the same meaning when used herein unless the context requires otherwise.

II. EXHIBITS: The following exhibits are attached hereto and incorporated herein by reference as material parts of this Agreement:

A. Exhibit 1 - Plat Showing Proposed Utility Easements and Temporary Construction Easements (the “Overall Waterline Plat”);

B. Exhibit 2 - Plat Showing Utility Lot 2 on the Property of B Properties II LLC (the “B Properties Plat”);

C. Exhibit 3 - Plat Showing Utility Lot 2 & Ingress Egress Easement on the Property of R. S. Glass (the “Glass Plat”); and

D. Exhibit 4 - Plat Showing Utility Lot 1 on the Property of Macon Properties LLC (the “Macon Plat”).

Collectively the above exhibits above constitute the “Final Plans” that the County was required to provide under Project Agreement No. 1. By signing this Agreement, the Contractor acknowledges receipt of the Final Plans.

III. SCOPE OF WORK: The Contractor shall perform appraisal and other related services for the Zion Crossroads Water and Sewer Line Project (the “Water Project”) and as-needed appraisal services from time to time as such are more specifically described in (a), (b) and (c) below so as to meet or exceed the requirements of the Contract. **Specifically, the Contractor shall perform the following Services relating to the Water Project:**

A. Water Project Property, Easement and Temporary Easement BARs and Appraisals: For the Water Project, the County will be proceeding under Virginia Code 25.1-100 *et seq.* in acquiring utility lot parcels in fee for public use to construct portions of the Water Project and certain easements and temporary easements (more specifically described in the RFP). The

Contractor shall provide Basic Administrative Reports (“BARs”) for all easements, temporary easements and properties to be acquired for the Water Project (excepting only those fee simple lots described in (b) below which work was already contracted for under Project Agreement No. 1) as shown in the Final Plans (the “BAR Services”). Such BARs are to be completed in anticipation of a public project and the County will use the BARs as the basis for offers to owners for property interests relating to the Water Project. The Contractor agrees to comply with all requirements of Contract including specifically, but without limitation, RFP Article 3(D), 3(E) (with specific reference to 3(E)(vi) relating to eminent domain under 25.1-100 et. seq.), and 3C. To the extent the value of all property (including fee, easements and temporary easements) for the Water Project to be acquired from the same owner is \$25,000.00 or more, the County requests the Contractor perform a full Phase I formal appraisal for the properties of that owner (“Additional Formal Appraisal Services”).

B. Update and Finish Project Agreement No. 1 Appraisal Services: As required by Project Agreement No. 1, the Contractor agreed to provide Project Agreement No. 1 Appraisal Services including formal appraisal services defined as **Partial Appraisal **AA Report** in the Revised Fee Proposal and other related work for properties described In Project Agreement No. 1 as:

1. That approximately 1/4 acre portion of Fluvanna County Tax Map Parcel 5 A 52 and labeled as “Glass Fee Simple” (see the updated Final Plans, and specifically without limitation the Glass Plat showing “Utility Lot 2” as containing 0.08540 acre from TMP 5 A 52 and the Overall Waterline Plat, which shows easements and temporary easements, attached hereto);

2. That approximately 1/3 acre portion of Fluvanna County Tax Map Parcel 5 7 9 and labeled as “B Properties Fee Simple” (see the updated Final Plans, and specifically without limitation the B Properties Plat showing “Utility Lot 2” as containing 0.45689 acre from TMP 5 7 9 and the Overall Waterline Plat, which shows easements and temporary easements, attached hereto);

3. That 1/2 acre portion of Fluvanna County Tax Map Parcel 5 A 55X shown as “Proposed Waste Water Pump Station Site” (see the updated Final Plans, and specifically without limitation the Macon Plat showing “Utility Lot 1” as containing 0.23563 acre and the Overall Waterline Plat, which shows easements and temporary easements, attached hereto).

The County and Contractor agreed that the Project Agreement No. 1 Appraisal Services could not be completed until the Final Plans for the Water Line were obtained. The County has attached as exhibits hereto the Final Plans. Per Project Agreement No. 1 the Contractor will update its appraisals to reflect the Final Plans at no additional cost. The Contractor reaffirms that the Project No. 1 Appraisal Services will be complete and all work related to the same compiled and presented to the County, including all deliverables, within fourteen (14) days of the County’s sending the Final Plans to the Contractor.

C. As Needed Water Project Services: From time to time, as needed and upon written request to the Contractor from the County Administrator, hereinafter Project Manager for the As-Needed Water Project Services, the Contractor shall perform any “As Needed Services for the Water Project”, including, but not limited to, any labor, services, work, materials and other items contemplated under the Contract related thereto for the Water Project including without limitation, additional BAR or appraisal work, assistance with negotiations, expert services, on-site meetings, review of any communications to the public or offers, drafting or review of forms, deeds, certifications or other documents of any kind, acquisition related services, communicating with any affected owners or related parties or any other work relating to the Water Project. All As Needed Services for the Water Project are Services under the Contract and shall meet all Contract requirements and shall be billed as “On-Call Services” to the County, invoiced upon Completion (except where a written request allows for As Needed Services for the Water Project to be invoiced monthly in arrears based on services actually rendered) and due and payable only in accordance with the Contract. The hourly rates and fees for the As Needed Services for the Water Project shall be consistent with the Revised Fee Proposal attached to the Contract. All written requests for As Needed Services for the Water Project must be signed by the County Administrator to be valid and binding on the County and may set forth a not to exceed amount for the As Needed Services for the Water Project task being requested. As Needed Services for the Water Project shall be fully completed and all deliverables or other requirements provided to the County within fourteen (14) days or that sooner deadline set forth in a written request.

IV. COMPENSATION: The Contractor shall be paid for the BAR Services, Additional Formal Appraisal Services and As Needed Services for the Water Project based on the fees and hourly rates set forth in the Revised Fee Schedule in accordance with the Contract and this Agreement. As work is completed, or monthly as the As Needed Services for the Water Project are rendered where the County has agreed to monthly invoicing, the Contractor shall submit an invoice to the County. The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County. All invoices should be directed to Fluvanna County, Attn: Cyndi Toler, 132 Main Street, Palmyra, VA 22963. Notwithstanding any other provision of this Contract, all services are subject to competition at or below any not-to-exceed price set forth herein or in a written request for As Needed Services for the Water Project.

V. COMPLETION DEADLINES:

A. Project Agreement No. 1 Appraisal Services will be complete and all work related to the same compiled and presented to the County, including all deliverables, within fourteen (14) days of the execution of this Project Agreement No. 2.

B. All of the BAR Services and Additional Formal Appraisal Services shall be completed within _____ days of the execution of this Project Agreement No. 2, time being of the essence.

C. The Contractor agrees to deliver to the County each BAR and appraisal report as they are completed.

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

DRAFT

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	July 11, 2018				
AGENDA TITLE:	Surveying for Zion Crossroads Amendment to Project Agreement #4				
MOTION(s):	I move the Board of Supervisors Ratify the Amendment to Project Agreement #4 between Fluvanna County and Bowman Consulting Group for additional services associated with easement platting revisions and record platting for the Department of Corrections for the Zion Crossroads Water & Sewer System, increasing the project by \$4,050.00.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C7	
	X				
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:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<p>Additional Survey work required because of:</p> <ul style="list-style-type: none"> • Revisions to the easement plat due to design changes on 2 parcels; including the revisions to the easements associated with the force main realignment. This task includes computations, revising line and curve tables, and updating area tabulations; • Revisions to address comments and concerns of the project's engineer as needed from time to time, including the following identified issues - these areas of easement are missing in the CAD file: <ul style="list-style-type: none"> ○ PID: 4-A-24 (near the intersection of Route 250 and Memory Lane), section of temporary construction easement needed for the jack and bore pit along edge of Route 250 ○ PID: 4-A-97 (prison property), temporary construction and permanent utility easements along Route 250 for the Memory Lane waterline extension ○ PID: 4-A-97 (prison property), temporary construction and permanent utility easements for the waterline from the booster station to Route 250 were not updated to align with revised alignment from adding the Memory Lane extension. ○ PID: 4-A-97 (prison property), temporary construction and permanent utility easement for the booster station electrical conduit does not extend to the existing tank (looks like it stops about 100' short) ○ PID: 4-A-114 (near Blue Ridge Drive and Route 250), missing 10' wide temporary construction easement ○ PID: 5-7-9 (near tank property), drainage easement for tank property missing ○ PID: 5-A-55X (near wastewater pump station property), 10' wide temporary construction easement on northern side of pump station property missing; 20' wide permanent utility easement for gravity sewer missing; 10' wide temporary construction easement around 20' permanent utility easement for gravity sewer missing; 5' permanent utility easement along south side of pump station property missing; 10' wide permanent drainage easement missing (basically all easements for 				

	<p>the waste water pump station were missing, except the force main and waterline easements leading to/from the property – those were included).</p> <ul style="list-style-type: none"> • Revision of the incorrect tax map reference to parcel 5-13-1 (owned by Edward S. Jackson Jr. and shown on the overall plat as property no. 55) to the correct parcel 5-A-1. • Revisions or Corrections to the easement plat due to inaccurate reference information such as ownership reference or tax map reference information from time to time as such errors are discovered by the County through July 31, 2018. 				
FISCAL IMPACT:	increasing the project agreement to \$10,930.00				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Amendment to Project Agreement #4				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

Architectural and Engineering Services
Fluvanna County, VA

Page |

**AMENDMENT TO PROJECT AGREEMENT # 4
ZION CROSSROADS WATER & SEWER SYSTEM DESIGN/SERVICES**

This Amendment to Project Agreement #4 (the "Amendment") made this 27 day of June, 2018, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Bowman Consulting Group, LTD. ("A/E") (the "Consultant"), a Virginia corporation, amends that Project Agreement #4 under that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 5th day of September, 2013 (including all exhibits thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning as in this Amendment except for terms specifically defined herein.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed;

Whereas, the County entered into Project Agreement #4 for the Consultant complete "SX005 – Easement Platting revisions" and "SX006 – Record Plat for the Department of Corrections" (the "Services") as described therein; and

Whereas, the County now desires to amend such Project Agreement #4 to add certain Additional Services and the Consultant desires to accept the Additional Services and complete all work and services necessary and related thereto.

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

- I. **ADDITIONAL SERVICES:** In addition to all those services currently provided under Project Agreement #4, the Consultant shall provide all work, labor, training, supervision, maintenance and materials necessary to perform all those services described below (the "Additional Services") as Additional Services under the Agreement and must meet or exceed the requirements of this Amendment, Project Agreement #4 and the Agreement. All items provided and Additional Services rendered under this Contact shall be done in a good and workmanlike manner of the highest professional standards and so as to pass without exception in the industry and shall be consistent with applicable local, state and federal laws, statutes, ordinances and requirements while performing the Services.
 - a. The Additional Services are defined as follows:
 - i. Revisions to the easement plat due to design changes on 2 parcels; including the revisions to the easements associated with the force main realignment. This task includes computations, revising line and curve tables, and updating area tabulations;
 - ii. Revisions to address comments and concerns of the project's engineer as needed from time to time, including the following identified issues - these areas of easement are missing in the CAD file:
 1. PID: 4-A-24 (near the intersection of Route 250 and Memory Lane), section of temporary construction easement needed for the jack and bore pit along edge of Route 250
 2. PID: 4-A-97 (prison property), temporary construction and permanent

- utility easements along Route 250 for the Memory Lane waterline extension
3. PID: 4-A-97 (prison property), temporary construction and permanent utility easements for the waterline from the booster station to Route 250 were not updated to align with revised alignment from adding the Memory Lane extension.
 4. PID: 4-A-97 (prison property), temporary construction and permanent utility easement for the booster station electrical conduit does not extend to the existing tank (looks like it stops about 100' short)
 5. PID: 4-A-114 (near Blue Ridge Drive and Route 250), missing 10' wide temporary construction easement
 6. PID: 5-7-9 (near tank property), drainage easement for tank property missing
 7. PID: 5-A-55X (near wastewater pump station property), 10' wide temporary construction easement on northern side of pump station property missing; 20' wide permanent utility easement for gravity sewer missing; 10' wide temporary construction easement around 20' permanent utility easement for gravity sewer missing; 5' permanent utility easement along south side of pump station property missing; 10' wide permanent drainage easement missing (basically all easements for the waste water pump station were missing, except the force main and waterline easements leading to/from the property – those were included).
- iii. Revision of the incorrect tax map reference to parcel 5-13-1 (owned by Edward S. Jackson Jr. and shown on the overall plat as property no. 55) to the correct parcel 5-A-1.
 - iv. Revisions or Corrections to the easement plat due to inaccurate reference information such as ownership reference or tax map reference information from time to time as such errors are discovered by the County through July 31, 2018.
- II. **COMPENSATION:** The flat fee for the Additional Services is FOUR THOUSAND FIFTY AND NO/100 DOLLARS (\$4,050.00) due and payable upon completion. The Consultant shall submit an invoice to County. This shall be in addition to those other amounts due for Project Agreement #4. All such invoicing and payments shall be made in accordance with Section 47 "Payment" of the General Terms.
 - III. **TERM:** The Consultant shall complete to the sole satisfaction of the County the services on the Task Order described in Project Agreement #4 as modified by this Amendment to add the Additional Services on or before July 24, 2018, time being of the essence. Corrections; except that the Additional Services described in (iv) shall be completed as needed within fifteen (15) days' notice of an error.
 - IV. **MISCELLANEOUS.** The headings of the sections of this Amendment are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Amendment may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Agreement.

**Architectural and Engineering Services
Fluvanna County, VA**

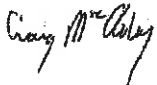
Page 3

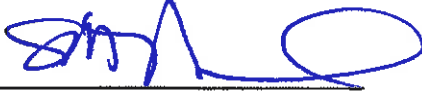
This Amendment may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Agreement, together with exhibits hereto, contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Agreement. Except as specifically amended hereby, Project Agreement #4 remains in full force and effect.

In witness whereof the undersigned duly authorized representatives have executed this Agreement on the dates set forth beside their respective signatures.

Consultant: Bowman Consulting Group, LTD.

County: Fluvanna County

By: 

By: 

Name: CRAIG MACAULAY

Name: Steven M. Nichols

Title: SENIOR PROJECT MANAGER

Title: County Administrator
Fluvanna County


Date: JUNE 27, 2018

Date: 6/28/18

Approved as to form:

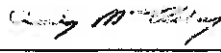

Fluvanna County Attorney

*By Kristina M. Hofmann
Assistant County Attorney*

		<h1>CHANGE ORDER</h1> <p>Date: June 22, 2018</p>
Bowman Consulting Group, Ltd. 3951 Westerre Parkway, Suite 150 Richmond, Virginia 23233 Phone: (804) 616-3240 Fax: (804) 270-2008	J. Wayne Stephens, PE Fluvanna County 197 Main Street, PO Box 540 Palmyra, VA 22963 Phone: (434) 591-1925 Fax: (434) 591-1924 E-mail: wstephens@fluvannacounty.org	
Project Name: Zion Crossroads Water & Sewer System Fluvanna County, VA (Sur) Client Project #:	BCG Job #: 008258-01-003 Task #: SX009 Change Order #:	
<p><u>SCOPE OF SERVICES COVERED BY CHANGE ORDER</u></p> <p><u>SX009 – Easement Plat Revisions:</u> Revisions to the easement plat due to design changes on 2 parcels. This task includes computations, revising line and curve tables, and updating area tabulations.</p> <p>FEE: Lump Sum of \$4,050.00</p>		

Bowman Consulting Group, Ltd.

Fluvanna County

By: 
 Name Craig Macaulay, LS
 Title Senior Project Manager

By: _____
 Name _____
 Title _____
 Date _____

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

MEETING DATE:	July 11, 2018				
AGENDA TITLE:	SMART SCALE Round 3 Applications				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	A6, A7, C7, C10	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					X
STAFF CONTACT(S):	Jason Stewart, Planning and Zoning Administrator Wayne Stephens, County Engineer/Director of Public Works				
PRESENTER(S):	Alan Saunders, Virginia Department of Transportation				
RECOMMENDATION:	N/A				
TIMING:	Current				
DISCUSSION:	<p>Virginia's SMART SCALE (HB2) is about picking the right transportation projects for funding and ensuring the best use of limited tax dollars. Transportation projects are scored based on an objective, outcome-based process that is transparent to the public and allows decision-makers to be held accountable to taxpayers.</p> <p>Fluvanna County's pre-applications submitted June 1, 2018 have been reviewed and minor issues need to be discussed with the Board of Supervisors.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

Potential SMART SCALE Projects - Fluvanna	BOS Ranking
3. Turkeysag Trl (1015) and Route 53 intersection	1
8. Bybees Church Road (613) and Route 15 intersection (safety improvements)	2
7. Troy Rd (631) and Route 15 intersection (safety improvements)	3
1. Troy Rd (631) and Route 250 intersection (widening for economic development)	4

**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

No.	Item
1	Building Inspections Monthly Report – May 2018
2	FY18 BOS Contingency Balance Report – 2018-07-11
3	FY19 BOS Contingency Balance Report – 2018-07-11
4	FY19 Capital Reserve Memo – 2018-07-11
5	Unassigned Fund Balance Report – 2018-07-11
6	
7	
8	
9	
10	



BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Kevin Zoll	May, 2018

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached (incl. Trades permits)	2014	7	1	4	6	9	16	5	12	6	8	4	9	87
	2015	4	5	10	9	12	12	14	13	2	4	7	3	95
	2016	11	11	8	15	9	18	6	5	9	2	6	8	108
	2017	3	2	16	6	4	10	6	5	14	5	7	13	91
	2018	8	3	15	11	13								50
NEW - Single Family Attached	2014	0	0	6	0	0	0	0	0	0	0	2	0	8
	2015	2	0	0	0	0	0	0	2	0	0	0	0	4
	2016	0	0	0	0	0	5	0	0	0	0	0	0	5
	2017	0	0	0	0	0	0	0	0	0	0	0	0	0
	2018	0	0	0	0	0								0
NEW - Mobil Homes	2014	0	1	1	0	0	1	1	0	1	0	0	0	5
	2015	0	0	0	0	1	1	0	2	0	0	0	0	4
	2016	0	1	0	0	0	0	0	1	0	0	0	0	2
	2017	0	0	0	0	2	1	0	1	0	0	0	0	4
	2018	0	0	1	1	0								2
Additions and Alterations	2014	22	12	17	29	31	28	18	28	31	36	25	25	302
	2015	21	30	38	28	21	30	22	25	23	27	35	18	318
	2016	13	10	31	27	29	29	15	32	31	28	27	27	299
	2017	29	20	29	43	20	29	32	18	23	27	43	28	341
	2018	19	6	10	19	8								62
Accessory Buildings	2014	2	0	2	0	4	1	3	5	1	2	2	1	23
	2015	4	4	3	4	1	0	0	2	6	0	0	3	27
	2016	3	4	4	6	2	2	1	2	1	3	3	6	37
	2017	0	4	2	3	2	2	2	4	2	0	2	2	25
	2018	2	3	3	6	2								16
Swimming Pools	2014	0	0	0	1	0	0	0	0	0	0	0	1	2
	2015	0	0	0	0	0	0	0	1	1	0	0	0	2
	2016	0	0	0	0	0	1	1	0	0	0	0	0	2
	2017	0	0	0	0	0	1	1	0	0	1	1	0	4
	2018	0	1	1	1	0								3
Commercial/Industrial Build/Cell Towers	2014	0	0	0	0	0	2	1	0	0	0	0	1	4
	2015	1	0	0	0	0	0	2	0	0	1	1	1	6
	2016	0	0	2	2	0	0	1	0	1	1	1	1	9
	2017	1	2	0	0	0	0	2	2	1	1	0	0	9
	2018	0	0	0	0	0								0
TOTAL BUILDING PERMITS	2014	31	14	30	36	44	48	28	45	39	46	33	37	431
	2015	32	39	51	41	35	43	38	45	32	32	43	25	456
	2016	27	26	45	50	40	55	24	40	42	34	37	42	462
	2017	33	28	47	52	28	43	43	30	40	34	53	43	474
	2018	29	13	30	38	23	0	0	0	0	0	0	0	133
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2014	\$1,902,399	\$458,326	\$1,783,992	\$2,540,111	\$2,570,600	\$3,119,933	\$1,724,192	\$2,586,705	\$1,353,471	\$1,922,260	\$1,461,680	\$2,563,409	\$ 23,987,078
	2015	\$1,384,631	\$1,560,716	\$2,916,520	\$3,567,237	\$2,999,918	\$4,280,357	\$5,272,378	\$3,107,731	\$2,625,563	\$2,203,913	\$1,931,893	\$6,252,403	\$ 38,103,260
	2016	\$1,817,981	\$2,555,455	\$5,542,458	\$3,711,821	\$2,447,891	\$5,181,921	\$3,611,179	\$1,817,783	\$3,089,971	\$1,889,279	\$2,028,590	\$2,937,783	\$ 36,632,112
	2017	\$857,767	\$827,724	\$4,859,777	\$2,066,132	\$1,512,789	\$3,676,118	\$1,904,915	\$2,359,988	\$2,846,545	\$1,957,646	\$1,897,110	\$3,479,285	\$ 28,245,796
	2018	\$2,541,433	\$1,075,551	\$3,544,096	\$2,513,241									

MEMORANDUM

Date: July 11, 2018
From: Eric Dahl – Deputy County Administrator/Finance Director
To: Board of Supervisors
Subject: FY18 BOS Contingency Balance

The FY18 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17	-\$500.00
Less: Quitclaim and Release for FCSS Building – 08.16.17	-\$11,520.00
Less: Reimbursement of Legal Fees to Linda Lenherr – 09.20.17	-\$18,132.00
Less: Reimbursement to Fire for Transfer of Brush 10 to Public Works – 11.01.17	-\$20,000.00
Less: Lucas 3 Chest Compression System – 12.20.17	-\$14,735.50
Less: FY18 Reassessment Contract Cost Increase – 02.07.18	-\$11,474.00
Less: ARC Building Repair and Maintenance – 02.21.18	-\$30,000.00
Less: Lake Monticello Engine Repair Reimbursement – 03.21.18	-12,192.15
Less: Courthouse Audio System – 05.16.18	-2,669.00
Less: Registrar – Fluvanna County Political Road Index Book – 05.16.18	-3,200.00
Less: Farm Heritage Museum – 06.20.18	-3,500.00
Less: Pleasant Grove House Fiber Infrastructure Project – 06.20.18	-8,455.00
Available:	\$13,622.35

MEMORANDUM

Date: July 11, 2018
From: Eric Dahl – Deputy County Administrator/Finance Director
To: Board of Supervisors
Subject: FY19 BOS Contingency Balance

The FY19 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: FY19 Non-Profit Budget Allocations Change – 05.16.18	-\$14,180.00
Available:	\$135,820.00

MEMORANDUM

Date: July 11, 2018
From: Eric Dahl- Deputy County Administrator/Finance Director
To: Board of Supervisors
Subject: FY19 Capital Reserve Balances

The FY19 Capital Reserve account balances are as follows:

County Capital Reserve:

FY18 Carryover	\$67,256
FY19 Budget Allocation:	\$0
Available:	\$67,256

Schools Capital Reserve:

FY18 Carryover	\$116,308
FY19 Budget Allocation:	\$150,000
Available:	\$266,308

MEMORANDUM

Date: July 11, 2018
From: Eric Dahl- Deputy County Administrator/Finance Director
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY18 Year End (Unaudited) Unassigned Fund Balance – Excess Above Policy Target:	*\$4,078,805
Current (Unaudited) Unassigned Fund Balance – Excess Above Policy Target:	*\$4,078,805

*Audited FY18 Year End Unassigned Fund Balance will be available upon completion of the FY18 CAFR

