



AGENDA
Spotsylvania County
Board of Supervisors Meeting
Board Room/Richard E Holbert Building

**September 28, 2021
6:00 PM**

Call to Order

Pledge of Allegiance, Invocation

Approval of Agenda Including Possible Agenda Additions

1. Grant Award Acceptance and Appropriation for FFY 2020 Staffing for Adequate Fire and Emergency Response (SAFER)
2. Resolution Authorizing Signature of Project Agreement with VDOT for Multi-Use Path Along Salem Church Road to Harrison Road

Presentation of Consent Agenda

1. Approval of the Minutes of the August 24, 2021 Board of Supervisors Meeting
2. Acceptance of Grant Award and Budget Amendment for the FY 2022 Highway Safety Grant Program for Seatbelt Enforcement
3. Acceptance of Grant Award and Budget Amendment for the FY 2022 Highway Safety Grant Program Selective Enforcement for Alcohol Impaired Driving
4. Acceptance of Grant Award and Budget Amendment for the FY 2022 Highway Safety Grant Program Selective Enforcement for Speed
5. Appointment of James Shiels to the Transportation Committee (At Large)
6. Approval of Budget Amendment & Appropriation for Economic Development Incentives and Performance Agreement for Longwood Five, LLC
7. Approval of Budget Adjustment and Contract to CDM Smith Inc. to Provide Professional Architectural and Engineering Services for Design of the Motts Run Water Treatment Plant Expansion and Rehabilitation
8. Approval of Contract Extension with BMS Direct, Inc. for Printing and Mailing Services

9. Approval of Contract Extension to Mary Washington Healthcare Physicians for Medical Services
10. Approval of Contract Modification #1 for Renewal to Anthem Health Plans of Virginia, Inc. to Provide Group Health and Prescription Insurance Program to include Dental, Vision and EAP
11. Approval of Contract Modification #1 for Renewal to Brown & Brown Insurance Agency of Virginia, Inc. for Property, Liability, Accident and Disability Insurance Services for FREM Volunteer Personnel
12. Approval of the FY 2023 Budget Calendar
13. Approval of Partnership Intermediary Agreement (PIA) with Naval Surface Warfare Center, Dahlgren Division
14. Approval of Purchase Order to Winchester Equipment Company for a Kubota Excavator
15. Approval of the Revenue Sharing Final Application
16. Approval of Task Order #36-K to Sullivan Donahoe & Ingalls for Lake Bottom Water & Sewer Improvements – Brock Tank Waterline Extension
17. Approval of Task Order #18-37 to Draper Aden Associates for Cells IIA and IIB Construction Documents and Bidding for Livingston Landfill
18. Approval of Transportation Alternatives Program (TAP) Final Applications
19. Authorization of Public Hearing to Amend the County Code to Delay the Effective Date of the County Cigarette Tax
20. Authorization of Public Hearing- Conveyance of Private Utility Easement to Sandra G. Baxter Revocable Trust Through Tax Map 23-A-49A
21. Budget Adjustment and Appropriation for the Federal Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation
22. Budget Adjustment & Appropriation for Loriella Pool Electrical Repairs
23. Conveyance of Utility Easement to Rappahannock Electric Cooperative Tax Map 19-A-27B
24. Reappointment of John Winkler to the Transportation Committee (Chancellor District)
25. Request to Submit an Application for the Virginia Department of Housing and Community Development's 2022 Virginia Telecommunication Initiative Grant and Designation of Authorized Organizational Representatives
26. Resolution Authorizing Signature of Project Agreement with VDOT for Exit 126 STARS Study Improvements in Support of VA Clinic
27. Resolution for Reconsideration for the Commonwealth Transportation Board to Change the Name of the Portion of Jefferson Davis Highway Located in Spotsylvania County to Veterans Highway instead of Patriot Highway
28. Resolution Requesting Virginia General Assembly to Change the Law Regarding Mandated Medical Treatment

Public Comment on Consent Agenda

Vote on Consent Agenda

Public Presentations (3 minutes per speaker)

Board Reports

Public Hearings

1. SUP21-0001 Urfan & Uzair, LLC (Capital Auto) Battlefield District
2. Public Hearing for the Grant Application Request for the Federal Fiscal Year (FFY) 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Presentations Reports by Others

1. Central Rappahannock Regional Library Presentation

Closed Meeting

1. Closed Meeting

New Business

1. Next Board of Supervisors Meeting is October 12, 2021 at 4:30 p.m.

Adjournment

The finalized agenda may be found on the County website at www.spotsylvania.va.us under the Board of Supervisors tab on or before the Saturday preceding the meeting date. By order of the Spotsylvania County Board of Supervisors, the Board reserves the right to amend this agenda on the day of the Board meeting. The Board of Supervisors encourages the participation of all County citizens. For those with special needs, please notify the County Administrator's Office of any accommodation required prior to the meeting you wish to attend.

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Grant Award Acceptance and Appropriation for FFY 2020 Staffing for Adequate Fire and Emergency Response (SAFER)

Agenda Title: Grant Award Acceptance and Appropriation for FFY 2020 Staffing for Adequate Fire and Emergency Response (SAFER)

Recommendation: Staff recommends that the Board of Supervisors accepts and approves the award, budget adjustment, and appropriation for the Department of Homeland Security's (DHS) Federal Fiscal Year (FFY) 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Award to hire 18 additional 24/7 Firefighter positions.

DHS's SAFER Grant provides financial assistance to help fire departments increase frontline firefighters. SAFER authorizes grants to career, volunteer and combination departments and will be awarded on the basis of need through a competitive, peer-reviewed process. Grant funds cannot be used to supplant, but must instead supplement local funds.

On September 10, 2021, the Department of Fire, Rescue, and Emergency Management (FREM) was notified that its SAFER grant application in the amount of \$4,392,999.90 was approved to hire 18 additional Firefighter 24/7 positions. Under the hiring of firefighters category, SAFER will provide up to three years of funding to cover the salary and fringe benefits associated with the hiring of firefighters. These positions will be used as part of the staffing for Fire Station 6 (Salem Fields) to provide a dedicated crew for a second fire unit and a second ALS ambulance. This staffing essentially provide a second station's worth of crew to provide relief to the Salem Church response area which responded to 3,857 incidents during the last fiscal year. The County's

adopted service level threshold is 2,500 responses per station.

There is no local match requirement for this grant. However, the County will need to provide an estimated \$191,196 in local funds over three years to cover the additional physicals, personal protective equipment (PPE), uniforms, training, and overtime associated with these positions. FREM anticipates that the majority of the operational costs can be covered through annual State Aid to Locality funding. No firefighter layoffs of either SAFER funded or non-SAFER firefighters are permitted during the grant's period of performance. Additionally, operational staffing levels at the time of the award must be maintained throughout the grant's period of performance which is anticipated to be February 27, 2022 to February 26, 2025.

Positions are not required to be maintained after the grant award expires. If the County opted to maintain these 18 positions in year 4, it is estimated that the personnel costs will be \$1,603,047 with an additional \$20,250 in costs for physicals and uniforms.

The table below summarizes the anticipated federal and local costs. The local costs for FY 2022 are already included in the attached budget adjustment.

These figures assume an annual salary increase of 2% for COLA and associated step increases on the Public Safety pay scale. This table does not take into consideration any costs associated with additional overtime above that which is allowed by the grant program, certification pay increases, or promotions.

The SAFER award must be accepted within 30 days of award notification – by October 10, 2021.

Summary:

Financial Impact:

See attached budget adjustment.

Staff Contacts:

Chief Jay Cullinan, FREM; Deputy Chief Jason Irby, FREM; Deputy Chief Steve Cooper, FREM; Annette D'Alessandro, Grants Manager

Legal Counsel:

Jessica DesNoyer, Assistant County Attorney

Denial of this action will result in delaying FREM's ability to address the growing call volume at Fire

Consequence of Denial/Inaction:

Station 6 (Salem Church). Ultimately, the community and responding emergency personnel are at continued risk if the identified coverage gaps are not addressed.

ATTACHMENTS:

File Name	Description	Type
FFY20_SAFER_Grant_Award_-_Budget_Adjustment.docx	Budget Admendment	Budget Amendment
FFY20_SAFER_Grant_Award_-_Resolution.docx	Resolution	Resolution
SAFER_Grant_Award_for_Sept_28_BOS.pdf	Grant Award	Backup Material

FY 2022 Budget Amendment Request Form

Date: September 28, 2021

Department: FREM

Contact person: Chief Cullinan

Phone #:

Explanation of need for budget amendment: On September 10, 2021, the Department of Fire, Rescue, and Emergency Management (FREM) was notified that its SAFER grant application in the amount of \$4,392,999.90 was approved to hire 18 additional Firefighter 24/7 positions. Under the hiring of firefighters category, SAFER will provide up to three years of funding to cover the salary and fringe benefits associated with the hiring of firefighters. These positions will be used as part of the staffing for Fire Station 6 (Salem Fields) to provide a dedicated crew for a second fire unit and a second ALS ambulance. This staffing essentially provide a second station's worth of crew to provide relief to the Salem Church response area which responded to 3,857 incidents during the last fiscal year. The County's adopted service level threshold is 2,500 responses per station.

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Positions are not required to be maintained after the grant award expires. If the County opted to maintain these 18 positions in year 4, it is estimated that the personnel costs will be \$1,603,047 with an additional \$20,250 in costs for physicals and uniforms.

The table below summarizes the anticipated federal and local costs. The local costs for FY 2022 are already included in the attached budget adjustment.

ANTICIPATED FY COSTS FOR 18 FIREFIGHTER 24/7 POSITIONS ASSUMING START DATE OF MARCH 1, 2022	FY 2022 (4 Months Grant)	FY 2023 (12 Months Grant)	FY 2024 (12 Months Grant)	FY 2025 (8 Months Grant)	12 Month Retention (Not Required)	TOTAL
Personnel - Grant Funded	\$454,419	\$1,405,757	\$1,479,652	\$1,053,172	\$0	\$4,393,000
Personnel - Local Funded	\$0	\$0	\$0	\$0	\$1,603,047	\$1,603,047
Operational Costs - Local Funded	\$150,696	\$20,250	\$20,250	\$0	\$20,250	\$211,446
TOTAL	\$605,115	\$1,426,007	\$1,499,902	\$1,053,172	\$1,623,297	\$6,207,493

These figures assume an annual salary increase of 2% for COLA and associated step increases on the Public Safety pay scale. This table does not take into consideration any costs associated with additional overtime above that which is allowed by the grant program, certification pay increases, or promotions.

Board of Supervisors Agenda, September 28, 2021, Grant Award Acceptance and Appropriation for FFY 2020 Staffing for Adequate Fire and Emergency Response (SAFER)

This adjustment establishes the FY 2022 budget for the 18 additional Firefighter 24/7 positions and associated operating costs. \$454,419 of the costs are funded through the SAFER grant. \$126,000 in operating costs for turnout gear and uniforms is funded with State Aid to Locality funds already included in the FREM budget. The remaining \$24,696 in operating costs for physicals is recommended for funding from the General Fund contingency.

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #	110-0000-333-01-15 Federal Grant Revenue	\$	454,419
	Total Revenue Adjustment	\$	454,419

Expenditure Accounts Adjusted		Amount	
Acct #	110-3210-422.11-01 Regular Compensation	\$	306,680
Acct #	110-3210-422.21-01 FICA	\$	19,012
Acct #	110-3210-422.21-02 Medicare	\$	4,447
Acct #	110-3210-422.22-10 Retirement	\$	31,828
Acct #	110-3210-422.23-10 Health Insurance	\$	76,303
Acct #	110-3210-422.24-01 VRS Life Insurance	\$	3,945
Acct #	110-3210-422.27-10 Workers' Compensation	\$	10,644
Acct #	110-3210-422.22-10 Retirement Disability	\$	1,560
Acct #	110-3210-422.31-10 Health Services (Physicals)	\$	24,696
Acct #	110-9110-491.59-01 Contingency	\$	(24,696)
	Total Expenditure Adjustment	\$	454,419

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE
Fire Technician I/II; Firefighter*	168	186

*These positions are grouped together for budget presentation purposes. The 18 positions being added as part of this adjustment are specifically 24/7 Firefighter positions.

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Jay Cullinan, Fire Chief

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☐ recommended ☐ not-recommended

Explanation if not recommended:

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021 on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Approving Grant Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Award and Acceptance and Appropriation of FFY 2020 SAFER Funds

WHEREAS, Spotsylvania County has applied for and received approval for a three year federal grant from the Department of Homeland Security in the amount of \$4,392,999.90 to be used by the Department of Fire, Rescue, and Emergency Management (FREM) for personnel costs associated with the hiring of 18 additional 24/7 Firefighter positions; and

WHEREAS, the County is not required to provide a local match; and

WHEREAS, the County will be responsible for all operational costs associated with these positions; and

WHEREAS, the County and FREM will administer the grant in accordance with the terms and conditions as set forth in the grant award agreement.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the grant award agreement between Spotsylvania County and the Department of Homeland Security is approved; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant award agreement: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator; and Annette D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the full grant amount of \$4,392,999.20 is accepted and the FY 2022 General Fund budget is hereby amended to reflect the \$454,419 increase in funds associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, for expenditures in the amount of \$454,419 to be used only for personnel costs associated with the hiring of 18 Firefighter 24/7 positions, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$454,419

(SEAL)

A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

Board of Supervisors Agenda, September 28, 2021, Grant Award Acceptance and Appropriation for FFY 2020 Staffing for Adequate Fire and Emergency Response (SAFER)

Dear Annette,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2020 Staffing for Adequate Fire and Emergency Response (SAFER) has been approved for award.

Please use the FEMA GO system at <https://go.fema.gov> to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at <https://www.fema.gov/gmm-training-resources>.

Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitled My Grants . In this section, please select the award acceptance link for EMW-2020-FY-01163 under Fiscal Year (FY) 2020 Staffing for Adequate Fire and Emergency Response (SAFER). View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA GO Help Desk (1-877-585-3242). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

Sincerely,

Grants Management Branch

Staffing for Adequate Fire and Emergency Response (SAFER)

Department of Homeland Security / FEMA

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This email was Malware checked by Sophos <http://www.sophos.com>

APPROVED AS TO FORM:

 9/23/21
Asst. COUNTY ATTORNEY

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/31/2021



Annette D'Alessandro
SPOTSYLVANIA, COUNTY OF
PO BOX 100
SPOTSYLVANIA, VA 22553
EMW-2020-FF-01163

Dear Annette D'Alessandro,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$4,392,999.90 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligor Document - included in this document
- 2020 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Farmer".

Robert Farmer
Acting Deputy Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Staffing for Adequate Fire and Emergency Response

Recipient: SPOTSYLVANIA, COUNTY OF

DUNS number: 081062945

Award number: EMW-2020-FF-01163

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2020 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$939,905.28	\$979,014.78	\$1,026,210.24	\$2,945,130.30
Fringe benefits	\$456,963.84	\$482,163.66	\$508,742.10	\$1,447,869.60
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$1,396,869.12	\$1,461,178.44	\$1,534,952.34	\$4,392,999.90
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,396,869.12	\$1,461,178.44	\$1,534,952.34	\$4,392,999.90
Program Income				\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 SAFER NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

The Board of Supervisors implemented a new step pay system for all Public Safety employees effective January 13, 2020. Associated increases varied based on length of related service, college degrees attained, public safety certifications, and fluency in foreign languages. Salary costs included in this SAFER request include the annual salary, an estimated \$1,000 per position for educational, certification, and/or foreign language stipends which all public safety personnel are eligible to receive, and regularly scheduled overtime in accordance with FLSA requirements as part of the firefighter's 24/7 shift. Over the three-year period of performance, the budget information is based on an estimated annual salary increase of 2% for cost of living adjustments and associated step increases in accordance with the County's fiscal years. This translates to \$52,216.96, \$54,389.71, and \$57,011.68 in salary costs per position for each respective year of the grant. Benefit costs included in this SAFER request include the following: • Virginia Retirement System which is calculated at 10.81% for all three years, or \$5,384.17, \$5,612.58, and \$5,888.21 for each respective year; • Virginia Retirement System Life Insurance which is calculated at 1.34% for all three years, or \$667.42, \$695.73, and \$729.90 for each respective year; • Social Security, at 6.2%, and Medicare, at 1.45%, are calculated at 7.65% for all three years, or \$3,994.60, \$4,160.81, and \$4,361.39 for each respective year; • Retirement disability which is calculated at .53% for all three years, or \$263.98, \$275.18, and \$288.69 for each respective year; • Workmen's compensation is calculated at 3.61%, 4.02%, and 4.30%, or \$1,882.56, \$2,188.71, and \$2,448.70 for each respective year; and • Average health insurance coverage for year one is calculated at \$13,194.15 with an anticipated 5% increase for each County fiscal year thereafter or \$13,853.85, and \$14,546.55 for each respective grant year.

NUMBER OF FIREFIGHTERS

18

	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
Year 1	\$52,216.96	\$25,386.88	\$77,603.84
Year 2	\$54,389.71	\$26,786.87	\$81,176.58
Year 3	\$57,011.68	\$28,263.45	\$85,275.13
3 Year Total	\$4,392,999.90		

Agreement Articles

Program: Fiscal Year 2020 Staffing for Adequate Fire and Emergency Response

Recipient: SPOTSYLVANIA, COUNTY OF

DUNS number: 081062945

Award number: EMW-2020-FF-01163

Table of contents

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and
Certifications

Article 2 DHS Specific Acknowledgements and Assurances

Article 3 Acknowledgement of Federal Funding from DHS

Article 4 Activities Conducted Abroad

Article 5 Age Discrimination Act of 1975

Article 6 Americans with Disabilities Act of 1990

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

Article 8 Civil Rights Act of 1964 – Title VI

Article 9 Civil Rights Act of 1968

Article Copyright

10

Article Debarment and Suspension

11

Article Drug-Free Workplace Regulations

12

Article Duplication of Benefits

13

Article Education Amendments of 1972 (Equal Opportunity In Education Act) – Title IX

14

Article Energy Policy and Conservation Act

15

Article False Claims Act and Program Fraud Civil Remedies

16

Article Federal Debt Status

17

Article Federal Leadership on Reducing Text Messaging while Driving

18

Article Fly America Act of 1974

19

Article Hotel and Motel Fire Safety Act of 1990

20

Article Limited English Proficiency (Civil Rights Act of 1964, Title VI)

21

Article Lobbying Prohibitions

22

Article National Environmental Policy Act

23

Article Nondiscrimination in Matters Pertaining to Faith-Based Organizations

24

Article Non-Supplanting Requirement

25

Article Notice of Funding Opportunity Requirements

26

Article Patents and Intellectual Property Rights

27

Article Procurement of Recovered Materials

28

Article Rehabilitation Act of 1973

29

Article Reporting of Matters Related to Recipient Integrity and Performance

30

Article Reporting Subawards and Executive Compensation

31

Article	SAFECOM
32	
Article	Terrorist Financing
33	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
34	
Article	Universal Identifier and System of Award Management
35	
Article	USA PATRIOT Act of 2001
36	
Article	Use of DHS Seal, Logo and Flags
37	
Article	Whistleblower Protection Act
38	
Article	Acceptance of Post Award Changes
39	
Article	Prior Approval for Modification of Approved Budget
40	
Article	Disposition of Equipment Acquired Under the Federal Award
41	
Article	Environmental Planning and Historic Preservation (EHP) Review
42	
Article	Award Performance Goals
43	

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11**Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25**Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1966), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipient's increased compliance with the National standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FF-01163	2. Amendment No. N/A	3. Recipient No. 546001622	4. Type of Action AWARD	5. Control No. WX00586N2021T		
6. Recipient Name and Address SPOTSYLVANIA, COUNTY OF 9104 COURTHOUSE RD SPOTSYLVANIA, VA 22553		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Annette D'Alessandro		9a. Phone No. 5406237885	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program			
11. Effective Date of This Action 08/31/2021		12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 02/27/2022 to 02/26/2025 Budget Period 02/27/2022 to 02/26/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2021-F0-GF01 - P410-xxxx-4101-D	\$0.00	\$4,392,999.90	\$4,392,999.90	\$0.00
Totals			\$0.00	\$4,392,999.90	\$4,392,999.90	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Robert Farmer, Acting Deputy Assistant Administrator Grant Programs Directorate	08/31/2021

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Resolution Authorizing Signature of Project Agreement with VDOT for Multi-Use Path Along Salem Church Road to Harrison Road

Type: Action, Resolution

Agenda Title: Resolution Authorizing Signature of Project Agreement with VDOT for Multi-Use Path Along Salem Church Road to Harrison Road

Recommendation: Staff recommends that the Board authorize the County Administrator or his designee to execute the Project Administration Agreement with VDOT to proceed with multi-use path adjacent to a portion of Salem Church Road to Harrison Road.

Staff has received from VDOT the State's standard Project Administration Agreement in which the County agrees to fund and VDOT agrees to perform the preliminary engineering and construction work for extension of the Virginia Central Railway Trail along a portion of Salem Church Road to Harrison Road. The agreement requires a Board-approved resolution authorizing the County Administrator or his designee to execute the agreement.

Summary: The Appendix A project payment schedule calls for \$1.2 million of the \$1.46 million estimated cost to be locally funded. A \$250,630 award of federal Transportation Alternatives Program (TAP) funding is available to pay the balance of the costs. At this time, the local share of the project costs has not been budgeted and is not planned in the CIP. Transportation staff is currently in process of seeking funding through FAMPO to fund a significant portion of the local share. We will not know until Spring 2022 the amount of funding awarded through FAMPO, yet VDOT's deadline for receipt of this agreement is October 1 ahead of the next Commonwealth Transportation Board meeting.

Financial Impact:

The Appendix A project payment schedule calls for \$1.2 million of the \$1.46 million estimated cost to be locally funded. A \$250,630 award of federal Transportation Alternatives Program (TAP) funding is available to pay the balance of the costs. At this time, the local share of the project costs has not been budgeted and is not planned in the CIP.

Transportation staff is currently seeking in process of seeking funding through FAMPO to fund a significant portion of the local share. We will not know until Spring 2022 the amount of funding awarded through FAMPO. Clauses H and I of the Project Agreement allow for termination of the agreement.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

Paul Agnello, Assistant Director for Transportation Planning

Consequence of Denial/Inaction:

If approval of the project agreement is denied, staff will not be able to proceed with making the initial \$129,371 FY 2022 payment to VDOT for the project and VDOT will not be able to proceed with preliminary engineering for this project.

ATTACHMENTS:

File Name	Description	Type
Resolution_Authorizing_County_Administrator_to_Sign_Agreement.doc	Resolution	Resolution
UPC_117889_VCR_TRAIL.pdf	Project Administration Agreement	Agreement

At a public meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____ seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Resolution to Authorize the County Administrator to Execute a Project Administration Agreement with VDOT for Multi-Use Path Along a Portion of Salem Church Road to Harrison Road

WHEREAS, the Spotsylvania County Board of Supervisors desires to enter into a VDOT Administered – Locally Funded Project Administration Agreement with the Virginia Department of Transportation for design and construction of a multi-use path adjacent to Salem Church Road to Harrison Road to extend the Virginia Central Railway Trail; and

WHEREAS, federal Transportation Alternatives Program (TAP) funding has been secured for a portion of the project and additional external avenues are being sought for the balance of the project;

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors hereby grants authority for the County Administrator or his designee to execute the Project Administration Agreement for a multi-use path along a portion of Salem Church Road to Harrison Road; and

BE IT FURTHER RESOLVED that the Spotsylvania County Board of Supervisors hereby commits to fund its local share of project costs in accordance with the Project Administration Agreement; and

BE IT FURTHER RESOLVED that funding by the Spotsylvania County Board of Supervisors shall be subject to annual appropriation.

ADOPTED this 28th day of September 2021.

(SEAL)

A COPY TESTE:

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
EN20-088-745	117899	Spotsylvania County

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the COUNTY OF SPOTSYLVANIA, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the LOCALITY to finance the Project; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
 4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
 5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such

agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

COUNTY OF SPOTSYLVANIA, VIRGINIA:

Digital Signature

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachments

Appendix A - UPC 117899
Appendix B - UPC 117899

VDOT Administered, Locally Funded Appendix A

Date: 9/21/2021

Project Number: EN20-088-745	UPC: 117899	CFDA# 20.205	Locality: Spotsylvania County
Project Location ZIP+4: 22408-1741	Locality DUNS # 081062945	Locality Address (incl ZIP+4): 9104 Courthouse Road Spotsylvania, VA 22553-1902	
Project Narrative			
VCR TRAIL - TAP Work Description: Construction of a 10' multi-use path along the West side of Salem Church Blvd (Rt. 639) from an existing recreational trail (Old VA Central Railroad Trail) to Harrison Road (Rt. 620). The trail will tie into an approved VDOT HSIP project and a currently designed Smart Scale Harrison Rd & Salem Church Rd intersection project.			
From: Old Trail Head - Existing Trail Paved Stub in the Park (Old VA Central Railroad Trail)			
To: Route 620 (Harrison Road)			
Locality Project Manager Contact info: Paul Agnello pagnello@spotsylvania.va.us 540-507-7398			
Department Project Manager Contact Info: Khalil Minhas Khalil.Minhas@vdot.virginia.gov 540-374-3369			

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$380,000
Right of Way & Utilities	\$0
Construction	\$1,079,652
Total Estimated Cost	\$1,459,652

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$313,288	Transportation Alternatives	20%	\$62,658
	\$66,712	Local Funds	100%	\$66,713
Total PE	\$380,000			\$129,371
Construction	\$1,079,652	Local Funds	100%	\$1,079,652
Total CN	\$1,079,652			\$1,079,652
Total Estimated Cost	\$1,459,652			\$1,209,023

Total Maximum Reimbursement / Payment by Locality to VDOT	\$1,209,023
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Project Financing					
Transportation Alternatives	Local Match	Local Funds			Aggregate Allocations
\$250,630	\$62,658	\$1,146,364	\$0	\$0	\$1,459,652

Payment Schedule			
FY 2022	FY 2024	FY 20	FY 20
\$129,371	\$1,079,652		

Program and Project Specific Funding Requirements
- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$250,630 - This Project shall be administered in accordance with VDOT's Transportation Alternatives Program Guide - All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation. - For Transportation Alternatives (TA) Projects, the LOCALITY shall maintain the Project or have it maintained in a manner satisfactory to the DEPARTMENT for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TA funded improvement prior to the expectations as identified in the TA Guide, may require repayment of federal funds. - The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act including, but not limited to, basic coordination for cultural resources, basic clearances for threatened and endangered species, and any necessary certifications, recertifications, and/or reevaluations; tracking, implementing, and completing environmental commitments associated with the project; obtaining any water quality permits; and conducting appropriate level hazardous materials review efforts. VDOT's estimated cost for preparing the environmental document and necessary supporting studies, including certifications, recertifications and/or reevaluations, will be provided to the LOCALITY and deducted from the Project funds. - In accordance with CTB policy, the Project must be under construction by 11/1/2024 or the federal Transportation Alternatives (TA) funding may be subject to de-allocation. - Any ineligible items identified throughout Project development will not be reimbursable. - VDOT has billed the LOCALITY \$ 0 for this project as of 9/21/2021. - VDOT has received \$ 0 from the LOCALITY for this project as of 9/21/2021 - The LOCALITY shall make one lump sum payment to VDOT for the PE phase in the amount of \$129,371 no later than 60 days after execution of this agreement/appendix, upon receipt of invoice from VDOT. - The LOCALITY shall make one lump sum payment to VDOT in the amount of \$1,079,652 prior to construction advertisement, upon receipt of an invoice from VDOT.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

Appendix B

Project Number: EN20-088-745 **UPC** 117899 **Locality:** Spotsylvania County

Project Scope	
Work Description:	Construction of a 10' multi-use path along the West side of Salem Church Road (Rt. 639) from an existing recreational trail (Old VA Central Railroad Trail) to Harrison Road (Rt. 620). The trail will tie into an approved VDOT HSIP project and a currently designed Smart Scale Harrison Rd and Salem Church Rd intersection project
From:	Old Trail Head- Existing Trail Paved Stub in the Park (Old VA Central Railroad Trail)
To:	Route 620 (Harrison Road)
Locality Project Manager Contact Info: Paul Agnello pagnello@spotsylvania.va.us (540) 507-7398 Department Project Coordinator Contact Info: Khalil Minhas Khalil.Minhas@vdot.virginia.gov (540) 374-3369	

Detailed Scope of Services
At the request of the County, VDOT has agreed to administer this Transportation Alternatives Project including PE and CN phases. As part of this effort, VDOT prepared two revised project concepts and updated estimates based on County desires. County agreed to move forward with one of the concepts. Spotsylvania County staff will discuss with their board the additional funding approval on top of the TAP approved funding. Construction drawings will be prepared to meet the purpose and need of the project using an agreed alignment that is located on land owned by Spotsylvania County and partially abuts the Salem Church Road. VDOT and/or our On-Call Consultants will perform survey and design services for this project. Engineering plans will be prepared to meet the purpose and need of the project generally using the existing trail alignment and will be located on land owned by Spotsylvania County. Per the project application, Right of Way needs are not anticipated. VDOT will perform the necessary environmental coordination. VDOT will advertise the project, receive the bids, and perform all construction management, testing, closeout, and inspection services.

This attachment is certified and made an official attachment to this document by the parties of this agreement

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of the Minutes of the August 24, 2021
Board of Supervisors Meeting

Type: Action

Agenda Title: Approval of the Minutes of the August 24, 2021
Board of Supervisors Meeting

Recommendation: Approve the Minutes of the August 24, 2021 Board of
Supervisors Meeting.

Summary: The minutes are attached.

Staff Contacts: Aimee Mann, Deputy Clerk

ATTACHMENTS:

File Name	Description	Type
Min_082421.doc	August 24, 2021 Minutes	Minutes

PRESENT: Deborah H. Frazier, Salem District
Barry K. Jett, Livingston District
Kevin W. Marshall, Berkeley District
Timothy J. McLaughlin, Chancellor District
David Ross, Courtland District
Gary F. Skinner, Lee Hill District
Chris Yakabouski, Battlefield District

STAFF PRESENT: Ed Petrovitch, County Administrator
Mark L. Cole, Deputy County Administrator
Karl Holsten, County Attorney
Aimee R. Mann, Deputy Clerk

Chairman Marshall called the meeting to order at 6:00 p.m. Supervisor McLaughlin led the Pledge of Allegiance and Supervisor Ross gave the invocation.

APPROVAL OF AGENDA

On a motion by Chairman Marshall and passed unanimously, the Board approved the agenda to include the following items:

- Resolution Authorizing the County Administrator to Vote and Otherwise Act on Homeowner's Association or Property Owner's Association Matters in which the County is a Member.
- Resolution Requesting that the Commonwealth Transportation Board Change the Name of the Portion of Jefferson Davis Highway Located in Spotsylvania County to Patriot Highway.

and with removal of the following item:

Request to Submit an Application for the Virginia Department of Housing and Community Development's 2022 Virginia Telecommunication Initiative Grant and Designation of Authorized Organizational Representatives.

VOTE:

Ayes	7	Frazier, Jett, Marshall, McLaughlin Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain	0	

AWARD PRESENTATIONS AND SPECIAL RECOGNITIONS

Proclamation for Constitution Week September 17-23, 2021

Mr. Petrovitch read the proclamation as follows:

PROCLAMATION

Constitution Week 2021

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23, as constitution week; and

NOW, THEREFORE, BE IT PROCLAIMED that the Spotsylvania County Board of Supervisors does hereby recognize the week of September 17-23, 2021, to be Constitution Week in Spotsylvania, Virginia, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787, by vigilantly protecting the freedoms guaranteed to us through the guardian of our liberties, remembering that lost rights may never be regained.

PUBLIC COMMENT ON CONSENT AGENDA

None

APPROVAL OF THE CONSENT AGENDA

The County Administrator read the synopsis as a brief preview of these agenda items for the public.

On a motion by Chairman Marshall and passed unanimously, the Board approved the amended Consent Agenda as follows:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

1. Approval of the Minutes of the August 10, 2021 Board of Supervisors Meeting;
2. Adoption of Volunteer Fire & Rescue Financial Management Policy and Memorandum of Understanding;
3. Approval of Contract Modification for Renewal to Samaha Associates, P.C. to Provide Architectural and Engineering Services;
4. Capital Projects Budget Adjustments as follows:

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-105

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriation be, and the same hereby are, made for the fiscal year beginning July 1, 2021, from the funds and for the functions or purposes indicated.

To close out and reallocate funding on certain capital projects, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: (\$24,343)

UTILITIES CAPITAL PROJECTS FUND: (\$98,134)

5. Resolution Authorizing the County Administrator to Vote and Otherwise Act on Homeowner's Association or Property Owner's Association Matters in which the County is a Member.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-106

WHEREAS, Spotsylvania County (“County”) owns real property which is subject to covenants and restrictions recorded against the property in the land records; and

WHEREAS, the covenants and restrictions sometimes subject the County’s property to a homeowners’ association (“HOA”) or property owners’ association (“POA”) of which the County is a member; and

WHEREAS, it is sometimes necessary, or in the County’s interest, to vote on matters related to the HOA or POA or to informally support or oppose an initiative related to the HOA or POA; and

WHEREAS, the Board of Supervisors of Spotsylvania County (“Board”) desires to have these votes attended to and made, and informal initiatives supported or opposed, without the full consideration of the Board; and

WHEREAS, the County Administrator of Spotsylvania County (“County Administrator”) and his designees are otherwise authorized to manage the County’s real property on a daily basis; and

WHEREAS, the Board desires to formally authorize the County Administrator and his designee or designees to vote on behalf of the County and support or oppose informal initiatives in the County’s best interest, in all HOA or POA matters related to the County’s property.

NOW, THEREFORE, BE IT RESOLVED, that the County Administrator and his designee or designees are hereby authorized to vote, and support or oppose informal initiatives, in the County’s best interest on behalf of the Board in all HOA or POA matters related to the County’s property except in any matter which would divest the County of any real property interest which would require a public hearing and a vote of the Board and except in any matter which would increase any financial obligation of the County; however, this authorization shall not prohibit the County Administrator and his designee or designees from bringing any proposed vote in any HOA or POA matter related to the County’s property before the Board for the Board’s consideration should he or she think the Board should give its attention to a particular matter and further this authorization shall not require the County Administrator to vote on or support or oppose informal initiatives should he or she determine that it is in the County’s best interest to not act.

7. Proclamation for Constitution Week September 17-23, 2021.

Carryover of Schools’ Available State & Federal Grants Funding from FY 2021 to FY 2022

Supervisor Frazier read the following statement:

I hereby disclose I have an interest in item number 5 under “Consent Agenda”, “Carryover of Schools’ Available State & Federal Grants Funding from FY 2021 to FY 2022” on tonight’s agenda as an employee of Spotsylvania County Schools earning over \$5,000 annually. The substance of this matter is the same as previously considered at the December 8, 2020 Board meeting and my signed declarations regarding those matters are on file with the clerk and are available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

On a motion by Supervisor Skinner and passed 6 to 1 with Supervisor McLaughlin opposed, the Board adopted the resolution as follows:

VOTE:

Ayes:	6	Frazier, Jett, Marshall, Ross, Skinner, Yakabouski
Nays:	1	McLaughlin
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-107

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, from the funds and for the functions or purposes indicated.

For carryover and appropriation of the FY 2021 unexpended grant funding for Schools’ operations, to be expended only by order of the Board of Supervisors as follows:

SCHOOL OPERATING FUND: \$4,496,489

Resolution Requesting that the Commonwealth Transportation Board Change the Name of the Portion of Jefferson Davis Highway Located in Spotsylvania County to Patriot Highway

On a motion by Supervisor McLaughlin and passed 6 to 1 with Supervisor Frazier opposed, the Board adopted the resolution as follows:

VOTE:

Ayes:	6	Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	1	Frazier
Absent:	0	
Abstain:	0	

RESOLUTION NO. 2021-108

A RESOLUTION REQUESTING THAT THE COMMONWEALTH
TRANSPORTATION BOARD CHANGE THE NAME OF THE PORTION OF
JEFFERSON DAVIS HIGHWAY LOCATED IN SPOTSYLVANIA COUNTY TO
PATRIOT HIGHWAY

WHEREAS, on February 3, 2021, the Virginia House of Delegates voted to rename all remaining portions of Jefferson Davis Highway in Virginia to “Emancipation Highway” beginning on January 1, 2022. The bill was approved by the State Senate on February 25, 2021 and signed into law by Governor Ralph Northam; and

WHEREAS, Section 33.2-213 of the Code of Virginia authorizes the Commonwealth Transportation Board (CTB) to give suitable names to state highways, bridges, interchanges, and other transportation facilities and change the names of any highways, bridges, interchanges, or other transportation facilities forming a part of the systems of state highways; and

WHEREAS, Section 33.2-213 requires a resolution passed by the governing body of a locality and approval from the CTB to change the name of a roadway in the state highway system; and

WHEREAS, Route 1 is a significant corridor in Spotsylvania County which spans from the County’s northern border with the City of Fredericksburg to its southern border with Caroline County through two magisterial districts, and is part of the state highway system; and

WHEREAS, the Board of Supervisors seeks to rename the portion of Route 1 within Spotsylvania County that is currently named Jefferson Davis Highway to Patriot Highway; and

WHEREAS, Section 33.2-213 provides that the Virginia Department of Transportation shall place and maintain appropriate signs indicating the names of highways, bridges, interchanges, and other transportation facilities named by the CTB and requires that the costs of producing, placing, and maintaining such signs shall be paid by the localities in which they are located.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Spotsylvania County, in accordance with Section 33.2-213 of the Code of Virginia, does hereby request that the CTB change the name of the portion of Route 1 that lies within the boundaries of Spotsylvania County from Jefferson Davis Highway to Patriot Highway; and

BE IT FURTHER RESOLVED, that Spotsylvania County will assume the costs of producing, placing, and maintaining the signs as required by Section 33.2-213 of the Code of Virginia if the name change is approved by the CTB; and

BE IT FURTHER RESOLVED, that should this request be deemed contrary to any applicable County policy, this request shall supersede said policy and said policy is hereby amended to except this request from the policy's application.

PUBLIC PRESENTATIONS

Ed Dalmasso, Ken & Valerie Quaglio and Stacey Guthiel submitted comments that were read during public presentations. Paul Trampe, Daniel Latham, Ron Jenkins, Carla Millsap, Shanna Bullock, Jasmine Gordon, Trisha Bullock, Jessica Rourabaker, Marina Bouchouski, Roy Searles, Kari Carvalist, get name lady about RV Park, Phil Devilbaugh, Mary Radlough, John Conway, Carl Swarman, Lisa Catchatori, addressed the Board during public presentations.

BOARD OF SUPERVISORS REPORTS

During this time, Supervisors reported on items of interest and/or concern within their districts.

PRESENTATIONS/REPORTS BY OTHERS

Rappahannock Electric Cooperative - Presentation

CEO, John Hewa of Rappahannock Electric Cooperative gave a presentation to include major work-plan projects, Covid-19 response, industry trends and broadband partnership opportunities.

State of Broadband Presentation

Jane Reeve, Chief Information Officer, gave an overview of the expansion progress of broadband service in the county to include current challenges and future needs.

The Board acknowledged Ms. Reeve's years of service and dedication to the county and wished her well in her retirement.

NEW BUSINESS

None

ADJOURNMENT

On a motion by Chairman Marshall and passed unanimously, the Board adjourned its meeting at 8:32 p.m.

VOTE:

Ayes:	7	Frazier, Jett, Marshall, McLaughlin, Ross, Skinner, Yakabouski
Nays:	0	
Absent:	0	
Abstain:	0	

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Acceptance of Grant Award and Budget Amendment
for the FY 2022 Highway Safety Grant Program for
Seatbelt Enforcement

Type: Action, Resolution, Appropriation

Agenda Title: Acceptance of Grant Award and Budget Amendment
for the FY 2022 Highway Safety Grant Program for
Seatbelt Enforcement

Recommendation: The Sheriff and staff recommend that the Board of
Supervisors accept and appropriate the FY 2022
Highway Safety Grant Award for seatbelt enforcement

As the administrative agency for the U.S. Department of Transportation Federal Highway Safety Funds, the Virginia Department of Motor Vehicles has issued a grant award of \$6,500 for the Spotsylvania County Sheriff's Office to meet strategic highway safety goals.

The following information represents the unrestrained vehicle passenger statistics for Spotsylvania County for the following calendar years:

	CY 2017	CY 2018	CY 2019	CY 2020
Unrestrained-Related Fatal Crash (fatalities)	3 (3)	6 (6)	10 (13)	1 (1)
Unrestrained Related Serious Injury Crashes (injuries)	24 (30)	18 (20)	21 (21)	17 (19)
Unrestrained-Related Injury Crashes (injuries)	74 (84)	49 (52)	58 (63)	56 (63)
Total All Unrestrained Related Crashes	77	55	68	57

Summary: If accepted, these grant funds will provide approximately 100 overtime hours of selective enforcement for occupant protection on primary or secondary roadways. This project will provide for \$6,500 in overtime costs to enforce highway safety law. The award requires an in-kind service match of \$3,250 that will be met through the use of the Sheriff's Office fuel and maintenance costs for enforcement vehicles from the FY 2022 and FY 2023 operational budgets. Furthermore, the grant will not pay for the FICA, Medicare, and Workers' Compensation costs associated with the overtime. It is estimated that these associated costs will be \$615. The Sheriff's Office will absorb these costs through their FY 2022 and FY 2023 operational budgets.

Assuming the award is accepted by October 1, 2021, the grant award period will run from October 1, 2021 through September 30, 2022. No-cost extensions are not usually allowed under this program. There is no requirement to fund this program after the grant period expires.

Item	Grant Award	Local Match	Total
Overtime	\$6,500	\$0	\$6,500
In-Kind Contribution	\$0	\$3,250	\$3,250
Overtime Fringe Benefit	\$0	\$615	\$615
TOTAL	\$6,500	\$3,865	\$10,365

Committee/Commission Summary:

Finance Committee

Review Date:

August 19, 2021

Status:

Approved

Financial Impact:

See attached budget adjustment form

Staff Contacts:

Captain Charles Carey, Sheriff's Office
First Sergeant Franklin Belcher, Sheriff's Office
Sergeant Scott Lockard, Sheriff's Office
Annette D'Alessandro, Office of Budget and Grants

Legal Counsel:

To be updated

Additional Background/Other Considerations:

N/A

Consequence of Denial/Inaction:

This grant will enable the Sheriff's Office to target those individuals that are not wearing their seat belts. Through this effort the Sheriff's Office will attempt to reduce the County's overall crash rate, as well as the number of fatalities and injuries associated with unrestrained related crashes. If this grant award is denied, it will eliminate an opportunity to increase the department's traffic enforcement abilities

ATTACHMENTS:

File Name	Description	Type
FY22_DMV_Selective_Enforcement_-_Occ_Pro_Award-_Budget_Adjustment.docx	Budget Adjustment	Agreement
Selective_Enforcement-Occupant_Protection.pdf	Award Document	Agreement
FY22_DMV_Selective_Enforcement_-_Occ_Pro_Award-__Resolution.docx	Resolution	Resolution

FY 2022 Budget Amendment Request Form

Date: August 16, 2021

Department: Sheriff's Office

Contact person: First Sgt. Belcher

Phone #: 540-507-7131

Explanation of need for budget amendment: As the administrative agency for the U.S. Department of Transportation Federal Highway Safety Funds, the Virginia Department of Motor Vehicles has issued a grant award of \$6,500 for the Spotsylvania County Sheriff's Office to meet strategic highway safety goals.

If accepted, these grant funds will provide approximately 100 overtime hours of selective enforcement for occupant protection on primary or secondary roadways. This project will provide for \$6,500 in overtime costs to enforce highway safety law. The award requires an in-kind service match of \$3,250 that will be met through the use of the Sheriff's Office fuel and maintenance costs for enforcement vehicles from the FY 2022 and FY 2023 operational budgets. Furthermore, the grant will not pay for the FICA, Medicare, and Workers' Compensation costs associated with the overtime. It is estimated that these associated costs will be \$615. The Sheriff's Office will absorb these costs through their FY 2022 and FY 2023 operational budgets.

Assuming the award is accepted by October 1, 2021, the grant award period will run from October 1, 2021 through September 30, 2022. No-cost extensions are not usually allowed under this program. There is no requirement to fund this program after the grant period expires.

Item	Grant Award	Local Match	Total
Overtime	\$6,500	\$0	\$6,500
In-Kind Contribution	\$0	\$3,250	\$3,250
Overtime Fringe Benefit	\$0	\$615	\$615
TOTAL	\$6,500	\$3,865	\$10,365

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #	110-0000-333.01-19 – Federal Grants	\$	6,500
	Total Revenue Adjustment	\$	6,500

Expenditure Accounts Adjusted		Amount	
Acct #	110-3160-421.12-01 – Overtime	\$	6,500
	Total Expenditure Adjustment	\$	6,500

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Spotsylvania County	Federal Award Identification Number (FAIN): 69A37520300004020VA0
Project Title: Selective Enforcement - Occupant Protection	Project Number: FOP-2022-52436-22436
Assistance Listing Number (ALN): 20.600 ALN Name: State and Community Highway Safety	Grant Award Amount: \$ 6,500.00 Federal Funds Obligated: \$ 6,500.00 Total Federal Funds Obligated: \$ 6,500.00
Period of Performance: From October 1, 2021, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2022. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2022.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2021

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

Name and Title of Project Director (print)

Signature

Date

Subrecipient's UEI Number _____

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ____ Yes ____ No

Name and Title of Authorized Approving Official (print)

Signature

Date

For Virginia Department of Motor Vehicles:

John Saunders

Director, Virginia Highway Safety Office (print)

Signature

Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 12-JUL-2021

FOP-2022 - 52436 - 22436 - Spotsylvania County

PM: Seppo Karkkainen

Project Director Initials

Date

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	100 Hours of overtime @ \$65 per hour	100	65.00	6,500.00	6,500.00	0.00
Matching Funds	Fuel and vehicle maintenance	1	3,250.00	3,250.00	0.00	3,250.00
			Total:	9,750.00	6,500.00	3,250.00

Subrecipient Name: _____ Project #: _____

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2021 through December 31, 2021

Estimated _____ number of overtime hours to be used

Estimated _____ number of saturation/individual patrols

For January 1, 2022 through March 31, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of saturation/individual patrols

For April 1, 2022 through June 30, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of saturation/individual patrols

For July 1, 2022 through September 30, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of saturation patrols

- b. To conduct a minimum of _____ saturation/individual patrols during the national mandatory Click It or Ticket Mobilization period in November 2021 and May 2022. Pre and post survey will be required. Mobilization and survey data must be entered into Traffic Records Electronic Data System (TREDS).
- c. To conduct a minimum of _____ saturation patrols for the mandatory Checkpoint Strikeforce Mobilization periods in December 2021 and August 2022. Mobilization data must be entered into TREDS.
- d. To have _____ (number) sworn officers attend _____ (number) DMV approved traffic safety related training events (e.g., Virginia Highway Safety Summit, Small Agency Symposium).

Project Director _____
Initial _____ Date _____

Subrecipient Name: _____ Project #: _____

2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. **OCCUPANT PROTECTION**

STATEWIDE GOAL: Reduce unrestrained passenger vehicle occupant fatalities in all seating positions to 306 by December 31, 2022. Increase observed seat belt use for passenger vehicles, front seat outboard occupants by 2 percentage points from 85.4 percent in 2019 to 87.1 percent by December 31, 2022.

AGENCY GOAL:

Check the box or boxes that apply for your agency goal and complete.

☐ To reduce unrestrained passenger vehicle occupant fatalities from _____ (CY2020) to _____ and reduce serious unrestrained related injuries from _____ (CY2020) to _____ by December 31, 2022.

☐ To maintain **0** unrestrained fatalities and/or **0** serious unrestrained injuries.

☐ To assist _____ (county/city) in reducing overall unrestrained fatalities and serious unrestrained injuries. (To be used by towns that do not have any fatalities and/or serious injuries.)

b. Subrecipient must participate in the national Click it or Ticket (CIOT) activities (November 2021 and May 2022) to include pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDs.

c. Subrecipient must participate in Checkpoint Strikeforce (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) Mobilizations (December 2021 and August 2022) and enter selective enforcement data electronically through TREDs.

d. **BASED ON UNRESTRAINED OCCUPANT CRASH DATA** (using crash data from VAHSO or other approved local crash information):

_____ percent of occupant protection selective enforcement activities are to be conducted

between the hours of _____

with special emphasis on the following days of the week: _____.

The remaining _____ percent of selective enforcement hours may must be scheduled during other DMV approved identified high-crash time periods.

e. Enforcement is to be conducted using data-identified problem locations.

f. Grant-funded equipment must be ordered by December 31, 2021 and put in service by March 31, 2022. Documentation concerning use must be maintained.

g. Reimbursement vouchers will be submitted _____ monthly or _____ quarterly. Only check one option and this option will be effective for the entire FY2022 grant year.

h. To assist with educational highway safety messaging with posting at least _____ highway safety message(s) per quarter on agency social media platform or agency website.

i. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned dates.

j. Subrecipient must attend all mandatory DMV grant-related trainings.

k. Zero tolerance (no warnings) for alcohol, speed or seat belt violators during grant-funded overtime.

Project Director _____
Initial _____ Date _____

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - A. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - B. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 1. Mail surveys;
 2. Telephone surveys;
 3. Focus groups;
 4. Mall intercept interviews;
 5. Direct mailings;
 6. Call-in centers;
 7. Newspaper polls;
 8. Household interviews;
 9. Before and after approach, which compares system status before and after the introduction of the message; and
 10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials _____ Date _____

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Single Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials _____ Date _____

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

Project Director's Initials _____ **Date** _____

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds, or other resources that would otherwise have been made available for the grant project.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- H. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

Indirect cost references and information can be found in various parts of 2 CFR Part 200.

- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A matching report must be submitted with each reimbursement voucher and Subrecipient must keep documentation related to matching funds in the project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds

shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such

Project Director's Initials _____ **Date** _____

revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. CONFIDENTIALITY

Distribution of privileged information, as described at *Va. Code* § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed, Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for

Project Director's Initials _____ **Date** _____

civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

Article 10. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 11. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 12. SUSPENSION OR TERMINATION

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or
- C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 13. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Project Director's Initials _____ **Date** _____

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 14. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 15. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 16. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Project Director's Initials _____ **Date** _____

Article 20. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 21. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

Article 22. NONDISCRIMINATION

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
 2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
 5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
 8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087-74100).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement that receives Federal funds under this program."

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 23. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

Article 24. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron

Project Director's Initials _____ Date _____

and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 26. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.

Project Director's Initials _____ **Date** _____

- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 28. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Project Director's Initials _____ **Date** _____

Article 29. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 30. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 31. ADDITIONAL PROVISIONS

- A. **Signature Authorized.** Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. **Headings.** The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. **Notice.** All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

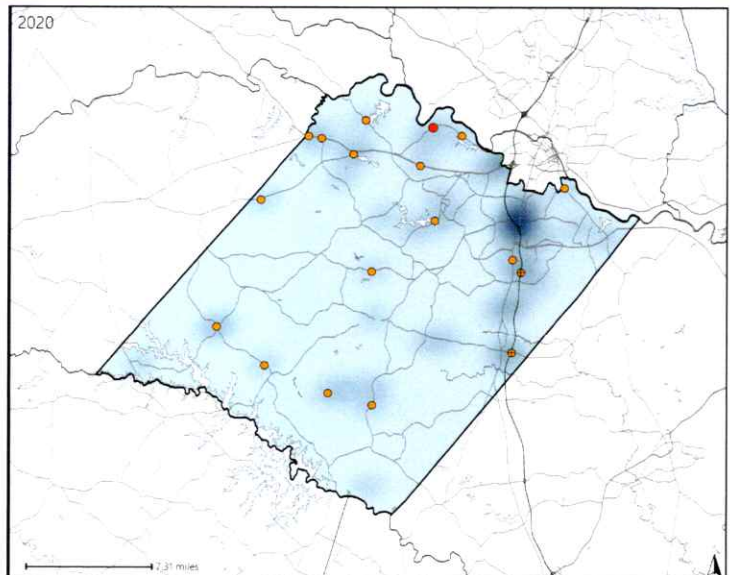
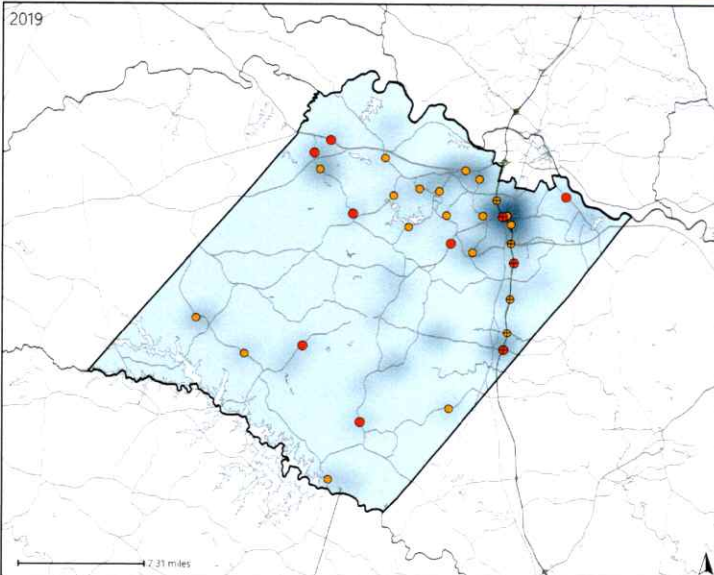
To Subrecipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials _____ **Date** _____

Spotsylvania County Unrestrained Crash Statistics

Available Crash Data - Calendar Year	2017	2018	2019	2020
Unrestrained-Related Crashes	77	55	68	57
Unrestrained-Related Fatal Crashes (fatalities)	3 (3)	6 (6)	10 (13)	1 (1)
Highest Time Period(s)	9:00pm- 11:59pm (67%)	3:00am - 5:59am 3:00pm - 5:59pm (34%)	Noon - 2:59pm (40%)	9:00am - 11:59am (100%)
Highest Day(s)	Monday * Sunday (66%)	Friday * Saturday (66%)	Sunday (30%)	Thursday (100%)
Highest Month(s)	December (67%)	April (33%)	April (30%)	October (100%)
Unrestrained-Related Serious Injury Crashes (injuries)	24 (30)	18 (20)	21 (21)	17 (19)
Highest Time Period(s)	9:00pm- 11:59pm (25%)	Midnight - 2:59am (28%)	9:00pm - 11:59pm (38%)	6:00pm - 8:59pm (41%)
Highest Day(s)	Sunday (33%)	Friday (28%)	Saturday (38%)	Tuesday (24%)
Highest Month(s)	June (17%)	January (22%)	March (19%)	March * May (36%)
Unrestrained-Related Injury Crashes (injuries)	74 (84)	49 (52)	58 (63)	56 (63)
Highest Time Period(s)	3:00pm- 5:59pm (20%)	3:00pm - 5:59pm (18%)	9:00pm - 11:59pm (22%)	6:00pm - 8:59pm (25%)
Highest Day(s)	Sunday (24%)	Thursday (20%)	Saturday (21%)	Tuesday (20%)
Highest Month(s)	October (14%)	January * November (28%)	September (14%)	July (16%)



● Unrestrained-Related Fatal Interstate Crashes

● Unrestrained-Related Serious Injury Interstate Crashes

● Unrestrained-Related Fatal Non-interstate Crashes

● Unrestrained-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all unrestrained-related crashes.



This report was generated by the
Center for Geospatial Information Technology

Spotsylvania County Unrestrained Crash Statistics

2019 Fatal Crashes - Calendar Year

Street	Cross Street	Count
BROCK RD		2
I-95		2
COURTHOUSE RD		1
PLANK RD		1
PARTLOW RD		1
I-95 RAMP	MUDD TAVERN RD	1
COURTHOUSE RD	MASSEY RD	1
TIDEWATER TRL		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2020 Fatal Crashes - Calendar Year

Street	Cross Street	Count
RIVER RD		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2019 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
I-95		4
LEAVELLS RD		2
GORDON RD		2
HOOD DR		1
CHANCELLOR RD		1
LAWYERS RD		1
JEFFERSON DAVIS HWY	I-95 RAMP	1
OLD PLANK RD		1
MARYE RD	FRENCH ACORS RD	1
JONES POWELL RD		1

Mainline crash locations not included in table: 4
Intersection crash locations not included in table: 2

2020 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
LAWYERS RD		2
I-95		1
PLANK RD	BROCK RD	1
PARTLOW RD		1
ORANGE PLANK RD	HERNDON RD	1
ELYS FORD RD		1
I-95 RAMP		1
GORDON RD		1
ORANGE PLANK RD		1
JEFFERSON DAVIS HWY	OLD TELEGRAPH RD	1

Mainline crash locations not included in table: 4
Intersection crash locations not included in table: 2

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Approving Grant Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Award and Acceptance and Appropriation of FY 2022 Funds

WHEREAS, Spotsylvania County has applied for and received approval for a federal pass through grant from the Virginia Department of Motor Vehicles in the amount of \$6,500 to be utilized by the Sheriff's Office for selective enforcement of unrestrained related traffic violations; and

WHEREAS, the County is required to provide a local in-kind contribution of \$3,250; and

WHEREAS, the Sheriff's Office will provide the in-kind match through the use of fuel and maintenance costs for enforcement vehicles; and

WHEREAS, the County and Sheriff's Office will administer the grant in accordance with the terms as set forth in the grant award agreement.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the grant award agreement between Spotsylvania County and the Virginia Department of Motor Vehicles is approved; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant award agreement: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator/CFO; and Annette B. D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of \$6,500 is accepted and that the General Fund budget is hereby amended to reflect the increase in funds associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, for expenditures in the amount of \$6,500 to be utilized only for selective enforcement of unrestrained related traffic violations, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$6,500

(SEAL)

A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Acceptance of Grant Award and Budget Amendment
for the FY 2022 Highway Safety Grant Program
Selective Enforcement for Alcohol Impaired Driving

Type: Action, Resolution, Appropriation

Agenda Title: Acceptance of Grant Award and Budget Amendment
for the FY 2022 Highway Safety Grant Program
Selective Enforcement for Alcohol Impaired Driving

Recommendation: The Sheriff and staff recommend that the Board of Supervisors accept and appropriate the FY 2022 Highway Safety Grant Award for selective enforcement for alcohol impaired driving.

As the administrative agency for the U.S. Department of Transportation Federal Highway Safety Funds, the Virginia Department of Motor Vehicles has issued a grant award of \$118,450 for the Spotsylvania County Sheriff's Office to meet strategic highway safety goals.

The following information represents the alcohol crash statistics for Spotsylvania County for the following calendar years:

	CY 2017	CY 2018	CY 2019	CY 2020
Alcohol-Related Fatal Crash	7	3	6	1
Alcohol-Related Serious Injury Crashes	20	17	17	10
Alcohol-Related Injury Crashes	51	46	54	32
Total Alcohol Fatal and Injury Crashes	78	66	77	43
Total All Alcohol Related Crashes	121	114	119	91

If accepted, these grant funds will provide approximately 1,650 overtime hours of selective enforcement for alcohol impaired driving on primary or secondary roadways. This project will provide for \$107,250 in overtime costs to enforce highway safety law. The award will provide \$5,200 to send four attendees to Virginia Highway Safety Training Office approved trainings. The grant requires any travel and subsistence reimbursements to follow the Commonwealth of Virginia's Travel Policy. Any costs above the state reimbursement amount that still falls within the County's Adopted Travel Policy will be paid for from the Sheriff's Office FY 2022 and/or FY 2023 operational budgets. The grant will also provide \$6,000 to purchase 8 Preliminary Breath Test (PBT) machines.

Summary:

The award requires an in-kind service match of \$59,225 that will be met through the use of the Sheriff's Office fuel and maintenance costs for enforcement vehicles from the FY 2022 and FY 2023 operational budgets. Furthermore, the grant will not pay for the FICA, Medicare, and Workers' Compensation costs associated with the overtime. It is estimated that these associated costs will be \$10,146. The Sheriff's Office will absorb these costs through their FY 2022 and FY 2023 operational budgets.

Assuming the grant award is fully executed by October 1, 2021, the grant award period will run from October 1, 2021 through September 30, 2022. No-cost extensions are not usually allowed under this program. There is no requirement to fund this program after the grant award expires.

Item	Grant Award	Local Match	Total
Overtime	\$107,250	\$0	\$107,250
Per Diem, Lodging, Conference Fee	\$5,200	\$0	\$5,200
Eight PBT Machines	\$6,000	\$0	\$6,000
In-Kind Contribution	\$0	\$59,225	\$59,225
Overtime Fringe Benefit	\$0	\$10,146	\$10,146
TOTAL	\$118,450	\$69,371	\$187,821

Committee/Commission Summary:

Finance Committee

Review Date:

August 19, 2021

Status:

Approved

Financial Impact:

See attached budget adjustment form

Staff Contacts:

Captain Charles Carey, Sheriff's Office
First Sergeant Franklin Belcher, Sheriff's Office
Sergeant Scott Lockard, Sheriff's Office
Annette D'Alessandro, Office of Budget and Grants

Legal Counsel:

To be updated

Additional Background/Other Considerations:

N/A

Consequence of Denial/Inaction:

This grant will enable the Sheriff's Office to target driving under the influence. Through this effort the Sheriff's Office will attempt to reduce the County's overall crash rate, as well as the number of fatalities and injuries associated with alcohol-related crashes. If this grant award is denied, it will eliminate an opportunity to increase the department's traffic enforcement abilities.

ATTACHMENTS:

File Name	Description	Type
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FY22_DMV_Selective_Enforcement_- _Alcohol_Award- _Budget_Adjustment.docx	Budget Adjustment	Agreement
Selective_Enforcement_-Alcohol.pdf	Award Document	Agreement
FY22_DMV_Selective_Enforcement_- _Alcohol_-_Resolution.docx	Resolution	Resolution

FY 2022 Budget Amendment Request Form

Date: August 16, 2021

Department: Sheriff's Office

Contact person: First Sgt. Belcher

Phone #: 540-507-7131

Explanation of need for budget amendment: As the administrative agency for the U.S. Department of Transportation Federal Highway Safety Funds, the Virginia Department of Motor Vehicles has issued a grant award of \$118,450 for the Spotsylvania County Sheriff's Office to meet strategic highway safety goals.

If accepted, these grant funds will provide approximately 1,650 overtime hours of selective enforcement for alcohol impaired driving on primary or secondary roadways. This project will provide for \$107,250 in overtime costs to enforce highway safety law. The award will provide \$5,200 to send four attendees to Virginia Highway Safety Training Office approved trainings. The grant requires any travel and subsistence reimbursements to follow the Commonwealth of Virginia's Travel Policy. Any costs above the state reimbursement amount that still falls within the County's Adopted Travel Policy will be paid for from the Sheriff's Office FY 2022 and/or FY 2023 operational budgets. The grant will also provide \$6,000 to purchase 8 Preliminary Breath Test (PBT) machines.

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Eight PBT Machines	\$6,000	\$0	\$6,000
In-Kind Contribution	\$0	\$59,225	\$59,225
Overtime Fringe Benefit	\$0	\$10,146	\$10,146
TOTAL	\$118,450	\$69,371	\$187,821

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #	110-0000-333.01-22 (SH22AL) – Federal Grants	\$	118,450
	Total Revenue Adjustment	\$	118,450

Expenditure Accounts Adjusted		Amount	
Acct #	110-3160-421.12-01 – Overtime	\$	107,250
Acct #	110-3160-421.55-30 (SH22AL) – Subsistence & Lodging	\$	3,640
Acct #	110-3160-421.55-40 (SH22AL) – Education & Training	\$	1,560
Acct #	110-3160-421.80-01 (SH22AL) – Machinery & Equipment	\$	6,000

	Total Expenditure Adjustment	\$	118,450
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Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

HIGHWAY SAFETY GRANT AGREEMENT

- Purpose:** Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.
- Instructions:** Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Spotsylvania County	Federal Award Identification Number (FAIN): 69A37520300001540VAA
Project Title: Selective Enforcement - Alcohol	Project Number: 154AL-2022-52067-22067
Assistance Listing Number (ALN): 20.607 ALN Name: Alcohol Open Container Requirements	Grant Award Amount: \$ 118,450.00 Federal Funds Obligated: \$ 118,450.00 Total Federal Funds Obligated: \$ 118,450.00
Period of Performance: From October 1, 2021, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2022. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2022.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2021

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

For Virginia Department of Motor Vehicles:

Name and Title of Project Director (print)

John Saunders

Director, Virginia Highway Safety Office (print)

Signature

Date

Signature

Date

Subrecipient's **UEI Number** _____

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ☐ Yes ☐ No

Name and Title of Authorized Approving Official (print)

Signature

Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 12-JUL-2021

154AL-2022 - 52067 - 22067 - Spotsylvania
County

PM: Seppo Karkkainen

Project Director Initials

Date

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	1650 hours of overtime at \$65 per hour for selective enforcement	1,650	65.00	107,250.00	107,250.00	0.00
Training / Travel	Training and travel for 4 deputies to attend approved training	4	1,300.00	5,200.00	5,200.00	0.00
Equipment	8 Preliminary Breath Test machines	8	750.00	6,000.00	6,000.00	0.00
Matching Funds	Fuel and vehicle maintenance	1	59,225.00	59,225.00	0.00	59,225.00
			Total:	177,675.00	118,450.00	59,225.00

Subrecipient Name: _____ Project #: _____

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2021 through December 31, 2021

Estimated _____ number of overtime hours to be used

Estimated _____ number of checkpoints

Estimated _____ number of saturation/individual patrols

For January 1, 2022 through March 31, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of checkpoints

Estimated _____ number of saturation/individual patrols

For April 1, 2022 through June 30, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of checkpoints

Estimated _____ number of saturation/individual patrols

For July 1, 2022 through September 30, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of checkpoints

Estimated _____ number of saturation/individual patrols

- b. To conduct a minimum of _____ checkpoints and/or _____ saturation/individual patrols during the mandatory national Click It or Ticket Mobilization period in November 2021 and May 2022. Pre and post survey will be required. Mobilization data must be entered into TREDs (Traffic Records Electronic Data System).
- c. To conduct a minimum of _____ checkpoints and/or _____ saturation patrols for the mandatory Checkpoint Strikeforce Mobilization periods in December 2021 and August 2022. Mobilization data must be entered into TREDs.
- d. To have _____ (number) sworn officers attend _____ (number) DMV approved traffic safety-related training events (e.g., DUI Conference, Virginia Highway Safety Summit, Field Sobriety Testing).
- e. Increase number of breath testing units in active use from _____ to _____. (If approved, all units must be ordered by December 31, 2021 and put in service by March 31, 2022.)

Project Director _____
Initial _____ Date _____

Subrecipient Name: _____ Project #: _____

2. The subrecipient must contribute to the overall State Highway Safety Plan goals:

a. **ALCOHOL**

STATEWIDE GOAL: Reduce alcohol impaired driving fatalities 2 percent from 244 to 240 by December 31, 2022.

AGENCY GOAL:

Check the box or boxes that apply for your agency goal and complete.

☐ To reduce alcohol-impaired driving fatalities from _____ (CY2020) to _____ and reduce serious alcohol-related injuries from _____ (CY2020) to _____ by December 31, 2022.

☐ To maintain **0** alcohol-related fatalities and/or **0** serious alcohol-related injuries.

☐ To assist _____ (county/city) in reducing overall alcohol fatalities and serious alcohol-related injuries. (To be used by towns that do not have any fatalities and/or serious injuries.)

b. Subrecipient must participate in Checkpoint Strikeforce (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) Mobilizations (December 2021 and August 2022) and enter selective enforcement data electronically through TREDs.

c. Subrecipient must participate in the national Click it or Ticket (CIOT) activities (November 2021 and May 2022) to include pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDs.

d. **BASED ON ALCOHOL-RELATED CRASH DATA** (using crash data from VAHSO or other approved local crash information):

_____ percent of alcohol selective enforcement activities are to be conducted

between the hours of _____

with special emphasis on the following days of the week: _____.

The remaining _____ percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

e. Enforcement is to be conducted using data-identified problem locations.

f. Reimbursement vouchers will be submitted _____ monthly or _____ quarterly. Only check one option and this option will be effective for the entire FY2022 grant year.

g. To assist with educational highway safety messaging with posting at least _____ highway safety message(s) per quarter on agency social media platform or agency website.

h. Grant-funded equipment must be ordered by December 31, 2021 and put in service by March 31, 2022. Documentation concerning use must be maintained.

i. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned dates.

j. Subrecipient must attend all mandatory DMV grant-related trainings.

k. Zero tolerance (no warnings) for alcohol, speed or seat belt violators during grant-funded overtime.

Project Director _____ Initial _____ Date _____

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - A. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - B. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 1. Mail surveys;
 2. Telephone surveys;
 3. Focus groups;
 4. Mall intercept interviews;
 5. Direct mailings;
 6. Call-in centers;
 7. Newspaper polls;
 8. Household interviews;
 9. Before and after approach, which compares system status before and after the introduction of the message; and
 10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials _____ Date _____

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Single Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials _____ Date _____

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

Project Director's Initials _____ **Date** _____

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds, or other resources that would otherwise have been made available for the grant project.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- H. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

Indirect cost references and information can be found in various parts of 2 CFR Part 200.

- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A matching report must be submitted with each reimbursement voucher and Subrecipient must keep documentation related to matching funds in the project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds

shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such

Project Director's Initials _____ **Date** _____

revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. CONFIDENTIALITY

Distribution of privileged information, as described at *Va. Code* § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed, Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for

Project Director's Initials _____ **Date** _____

civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

Article 10. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 11. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 12. SUSPENSION OR TERMINATION

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or
- C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 13. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 14. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 15. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 16. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Project Director's Initials _____ **Date** _____

Article 20. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 21. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

Article 22. NONDISCRIMINATION

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
 2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
 5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
 8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087-74100).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement that receives Federal funds under this program.”

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 23. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

Article 24. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron

Project Director's Initials _____ **Date** _____

and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 26. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 - 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 - 4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.

Project Director's Initials _____ **Date** _____

- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 28. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Project Director's Initials _____ **Date** _____

Article 29. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 30. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 31. ADDITIONAL PROVISIONS

- A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

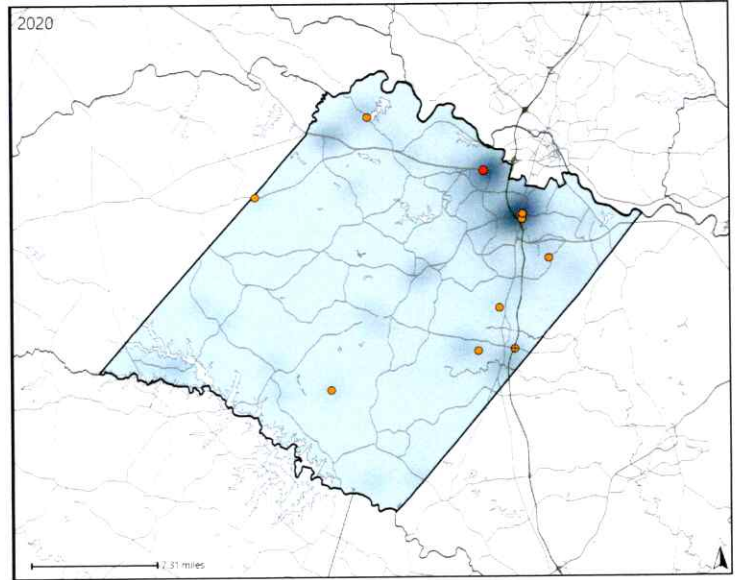
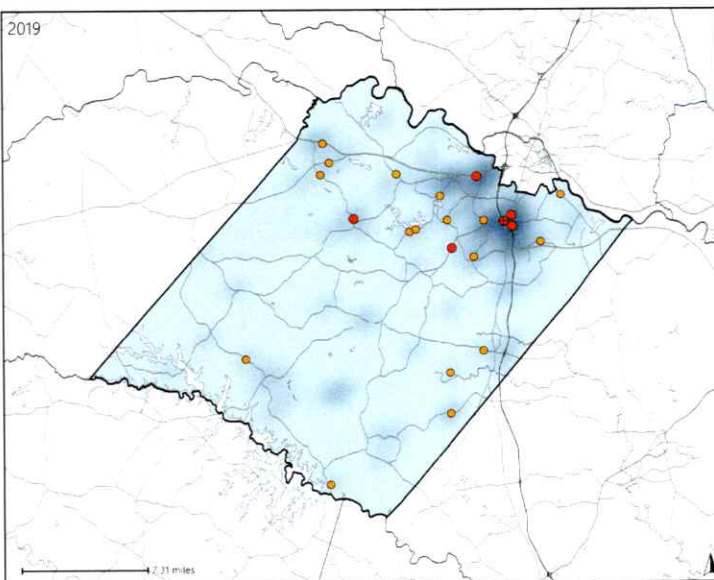
To Subrecipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials _____ **Date** _____

Spotsylvania County Alcohol Crash Statistics

Available Crash Data - Calendar Year	2017	2018	2019	2020
Alcohol Crashes	121	114	119	91
Alcohol Fatal Crashes	7	3	6	1
Highest Time Period(s)	9:00pm- 11:59pm (57%)	3:00am - 5:59am 6:00pm - 8:59pm (66%)	9:00pm - 11:59pm (50%)	Midnight - 2:59am (100%)
Highest Day(s)	Thursday (43%)	Friday (67%)	Saturday (50%)	Friday (100%)
Highest Month(s)	July (29%)	March (67%)	October (33%)	February (100%)
Alcohol Serious Injury Crashes	20	17	17	10
Highest Time Period(s)	9:00pm- 11:59pm (30%)	9:00pm - 11:59pm (35%)	9:00pm - 11:59pm (29%)	3:00pm - 5:59pm 6:00pm - 8:59pm (60%)
Highest Day(s)	Sunday (40%)	Sunday (24%)	Saturday (35%)	Friday - Sunday (40%)
Highest Month(s)	February (20%)	January (29%)	March (29%)	February - November (40%)
Alcohol Injury Crashes	51	46	54	32
Highest Time Period(s)	6:00pm- 8:59pm (33%)	9:00pm - 11:59pm (26%)	9:00pm - 11:59pm (35%)	3:00pm - 5:59pm (28%)
Highest Day(s)	Sunday (35%)	Sunday (28%)	Saturday (30%)	Sunday (22%)
Highest Month(s)	September (14%)	August (20%)	March (24%)	November - October (44%)



- Alcohol Fatal Interstate Crashes
- Alcohol Serious Injury Interstate Crashes

- Alcohol Fatal Non-interstate Crashes
- Alcohol Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol crashes.

Spotsylvania County Alcohol Crash Statistics

2019 Fatal Crashes - Calendar Year

Street	Cross Street	Count
COURTHOUSE RD		2
I-95		1
JEFFERSON DAVIS HWY	MARKET ST	1
PLANK RD		1
BROCK RD		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2020 Fatal Crashes - Calendar Year

Street	Cross Street	Count
PLANK RD	RUTHERFORD DR	1
Mainline crash locations not included in table: 0 Intersection crash locations not included in table: 0		

2019 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
GORDON RD		3
LEAVELLS RD		2
PIEDMONT DR		1
MORRIS RD		1
LAWYERS RD		1
ORANGE PLANK RD	PELHAM DR	1
PLANK RD		1
LEE HILL SCHOOL DR		1
MARYE RD	FRENCH ACORS RD	1
OLD PLANK RD	PEMWOOD LN	1

Mainline crash locations not included in table: 3
Intersection crash locations not included in table: 1

2020 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
JEFFERSON DAVIS HWY	MARKET ST	1
ELYS FORD RD		1
DICKERSON RD		1
I-95 RAMP		1
MASSAPONAX CHURCH RD		1
HICKORY RIDGE RD		1
ORANGE PLANK RD		1
JEFFERSON DAVIS HWY	MINE RD	1
PLANK RD	RUTHERFORD DR	1
HAMS FORD RD		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Approving Grant Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Award and Acceptance and Appropriation of FY 2022 Funds

WHEREAS, Spotsylvania County has applied for and received approval for a federal pass through grant from the Virginia Department of Motor Vehicles in the amount of \$118,450 to be utilized by the Sheriff's Office for training, equipment, and selective enforcement of alcohol related traffic violations; and

WHEREAS, the County is required to provide a local in-kind contribution of \$59,225; and

WHEREAS, the Sheriff's Office will provide the in-kind match through the use of fuel and maintenance costs for enforcement vehicles; and

WHEREAS, the County and Sheriff's Office will administer the grant in accordance with the terms as set forth in the grant award agreement.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the grant award agreement between Spotsylvania County and the Virginia Department of Motor Vehicles is approved; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant award agreement: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator/CFO; and Annette B. D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of \$118,450 is accepted and that the General Fund budget is hereby amended to reflect the increase in funds associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, for expenditures in the amount of \$118,450 to be utilized only for training, equipment, and selective enforcement of alcohol related traffic violations, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$118,450

(SEAL)

A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Acceptance of Grant Award and Budget Amendment
for the FY 2022 Highway Safety Grant Program
Selective Enforcement for Speed

Type: Action, Resolution, Appropriation

Agenda Title: Acceptance of Grant Award and Budget Amendment
for the FY 2022 Highway Safety Grant Program
Selective Enforcement for Speed

Recommendation: The Sheriff and staff recommend that the Board of
Supervisors accept and appropriate the FY 2022
Highway Safety Grant Award for selective
enforcement for speed

As the administrative agency for the U.S. Department of Transportation Federal Highway Safety Funds, the Virginia Department of Motor Vehicles has issued a grant award of \$77,500 for the Spotsylvania County Sheriff's Office to meet strategic highway safety goals.

The following information represents the speed crash statistics for Spotsylvania County for the following calendar years:

	CY 2017	CY 2018	CY 2019	CY 2020
Speed-Related Fatal Crash	6	11	8	7
Speed-Related Serious Injury Crashes	26	33	34	16
Speed-Related Injury Crashes	146	153	139	114
Total Speed Fatal and Injury Crashes	178	197	181	137
Total All Speed Related Crashes	461	478	456	402

Summary: If accepted, these grant funds will provide approximately 1,100 overtime hours of selective enforcement for speed on primary or secondary roadways. This project will provide for \$71,500 in overtime costs to enforce highway safety law. The award will also provide \$6,000 for the purchase of two radars. The award requires an in-kind service match of \$38,750 that will be met through the use of the Sheriff's Office fuel and maintenance costs for enforcement vehicles from the FY 2022 and FY 2023 operational budgets. Furthermore, the grant will not pay for the FICA, Medicare, and Workers' Compensation costs associated with the overtime. It is estimated that these associated costs will be \$6,764. The Sheriff's Office will absorb these costs through their FY 2022 and FY 2023 operational budgets.

Assuming the award documents are fully executed by October 1, 2021, the grant award period will run from October 1, 2021 through September 30, 2022. No-cost extensions are not usually allowed under this program. There is no requirement that the program must be funded after the grant award expires.

Item	Grant Award	Local Match	Total
Overtime	\$71,500	\$0	\$71,500
Two Radars	\$6,000	\$0	\$6,000
In-Kind Contribution	\$0	\$38,750	\$38,750
Overtime Fringe Benefit	\$0	\$6,764	\$6,764
TOTAL	\$77,500	\$45,514	\$123,014

Committee/Commission Summary:

Finance Committee

Review Date:

August 19, 2021

Status:

Approved

Financial Impact:

See attached budget adjustment form

Staff Contacts:

Captain Charles Carey, Sheriff's Office
First Sergeant Franklin Belcher, Sheriff's Office
Sergeant Scott Lockard, Sheriff's Office
Annette D'Alessandro, Office of Budget and Grants

Legal Counsel:

To be updated

Additional Background/Other Considerations:

N/A

Consequence of Denial/Inaction:

This grant will enable the Sheriff's Office to target driving that is above the posted speed limit. Through this effort the Sheriff's Office will attempt to reduce the County's overall crash rate, as well as the number of fatalities and injuries associated with speed crashes. If this grant award is denied, it will eliminate an opportunity to increase the department's traffic enforcement abilities.

ATTACHMENTS:

File Name	Description	Type
FY22_DMV_Selective_Enforcement_-_Speed_Award-_Budget_Adjustment.docx	Budget Adjustment	Agreement
Selective_Enforcement_-Speed.pdf	Award Document	Agreement
FY22_DMV_Selective_Enforcement_-_Speed_Award-__Resolution.docx	Resolution	Resolution

FY 2022 Budget Amendment Request Form

Date: August 16, 2021

Department: Sheriff's Office

Contact person: First Sgt. Belcher

Phone #: 540-507-7131

Explanation of need for budget amendment: As the administrative agency for the U.S. Department of Transportation Federal Highway Safety Funds, the Virginia Department of Motor Vehicles has issued a grant award of \$77,500 for the Spotsylvania County Sheriff's Office to meet strategic highway safety goals.

If accepted, these grant funds will provide approximately 1,100 overtime hours of selective enforcement for speed on primary or secondary roadways. This project will provide for \$71,500 in overtime costs to enforce highway safety law. The award will also provide \$6,000 for the purchase of two radars. The award requires an in-kind service match of \$38,750 that will be met through the use of the Sheriff's Office fuel and maintenance costs for enforcement vehicles from the FY 2022 and FY 2023 operational budgets. Furthermore, the grant will not pay for the FICA, Medicare, and Workers' Compensation costs associated with the overtime. It is estimated that these associated costs will be \$6,764. The Sheriff's Office will absorb these costs through their FY 2022 and FY 2023 operational budgets.

Assuming the award documents are fully executed by October 1, 2021, the grant award period will run from October 1, 2021 through September 30, 2022. No-cost extensions are not usually allowed under this program. There is no requirement that the program must be funded after the grant award expires.

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Overtime Fringe Benefit	\$0	\$6,764	\$6,764
TOTAL	\$77,500	\$45,514	\$123,014

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #	110-0000-333.01-21 (SH22SP) – Federal Grants	\$	77,500
	Total Revenue Adjustment	\$	77,500

Expenditure Accounts Adjusted		Amount	
Acct #	110-3160-421.12-01 – Overtime	\$	71,500
Acct #	110-3160-421.80-01 (SH22SP) – Machinery & Equipment	\$	6,000
	Total Expenditure Adjustment	\$	77,500

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Spotsylvania County	Federal Award Identification Number (FAIN): 69A37520300004020VA0
Project Title: Selective Enforcement - Speed	Project Number: FSC-2022-52083-22083
Assistance Listing Number (ALN): 20.600 ALN Name: State and Community Highway Safety	Grant Award Amount: \$ 77,500.00 Federal Funds Obligated: \$ 77,500.00 Total Federal Funds Obligated: \$ 77,500.00
Period of Performance: From October 1, 2021, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2022. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2022.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2021

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

For Virginia Department of Motor Vehicles:

Name and Title of Project Director (print)

John Saunders

Director, Virginia Highway Safety Office (print)

Signature Date

Signature Date

Subrecipient's **UEI Number** _____
Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ☐ Yes ☐ No

Name and Title of Authorized Approving Official (print)

Signature Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 12-JUL-2021

FSC-2022 - 52083 - 22083 - Spotsylvania County			PM: Seppo Karkkainen		Project Director Initials		Date	
Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds		
Personnel	1100 hours of overtime at \$65 per hour for selective enforcement	1,100	65.00	71,500.00	71,500.00	0.00		
Equipment	2 RADARS	2	3,000.00	6,000.00	6,000.00	0.00		
Matching Funds	Fuel and maintenance	1	38,750.00	38,750.00	0.00	38,750.00		
			Total:	116,250.00	77,500.00	38,750.00		

Subrecipient Name: _____ Project #: _____

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2021 through December 31, 2021

Estimated _____ number of overtime hours to be used

Estimated _____ number of overtime individual/saturation patrols

For January 1, 2022 through March 31, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of overtime individual/saturation patrols

For April 1, 2022 through June 30, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of overtime individual/saturation patrols

For July 1, 2022 through September 30, 2022

Estimated _____ number of overtime hours to be used

Estimated _____ number of overtime individual/saturation patrols

- b. To conduct a minimum of _____ saturation/individual patrols during the mandatory national Click It or Ticket Mobilization period in November 2021 and May 2022. Pre and post survey will be required. Mobilization data must be entered into Traffic Records Electronic Data System (TREDS).
- c. To conduct a minimum of _____ saturation/individual patrols for the mandatory Checkpoint Strikeforce Mobilization periods in December 2021 and August 2022. Mobilization data must be entered into TREDS.
- d. To have _____ (number) of sworn officers attend _____ (number) DMV approved traffic safety related training events (e.g., Virginia Highway Safety Summit, Radar Certification Schools, Small Agency Symposium).
- e. Increase number of speed measurement devices (as approved in budget) in active use from _____ to _____. (If approved, all units must be ordered by December 31, 2021 and put in service by March 31, 2022.)

Project Director _____
Initial _____ Date _____

Subrecipient Name: _____ Project #: _____

2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. **SPEED**

STATEWIDE GOAL: Reduce speed-related fatalities by 1 percent from 232 to 230 by December 31, 2022.

AGENCY GOAL:

Check the box(s) that apply for your agency goal and complete.

☐ To reduce speed-related fatalities from _____ (CY2020) to _____ and reduce serious speed-related injuries from _____ (CY2020) to _____ by December 31, 2022.

☐ To maintain 0 speed-related fatalities and/or 0 serious speed-related injuries.

☐ To assist _____ (county/city) in reducing overall speed-related fatalities and serious unrestrained injuries. (To be used by towns that do not have any fatalities and/or serious injuries.)

b. Subrecipient must participate in Checkpoint Strikeforce (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) Mobilizations (December 2021 and August 2022) and enter selective enforcement data electronically through TREDs.

c. Subrecipient must participate in the national Click it or Ticket (CIOT) activities (November 2021 and May 2022) to include pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDs.

d. **BASED ON SPEED-RELATED CRASH DATA** (using crash data from VAHSO or other approved local crash information):

_____ percent of speed control selective enforcement activities are to be conducted

between the hours of _____

with special emphasis on the following days of the week: _____.

The remaining _____ percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

e. Enforcement is to be conducted using data-identified problem locations.

f. Reimbursement vouchers will be submitted _____ monthly or _____ quarterly. Only check one option and this option will be effective for the entire FY2022 grant year.

g. To assist with educational highway safety messaging with posting at least _____ highway safety message(s) per quarter on agency social media platform or agency website.

h. Grant-funded equipment must be ordered by December 31, 2021 and put in service by March 31, 2022 and documentation maintained concerning its use.

i. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned dates.

j. Subrecipient must attend all mandatory DMV grant-related trainings.

k. Zero tolerance (no warnings) for alcohol, speed or seat belt violators during grant-funded overtime.

Project Director _____ Initial _____ Date _____

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - A. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - B. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 1. Mail surveys;
 2. Telephone surveys;
 3. Focus groups;
 4. Mall intercept interviews;
 5. Direct mailings;
 6. Call-in centers;
 7. Newspaper polls;
 8. Household interviews;
 9. Before and after approach, which compares system status before and after the introduction of the message; and
 10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials _____ Date _____

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Single Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials _____ Date _____

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

Project Director's Initials _____ **Date** _____

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds, or other resources that would otherwise have been made available for the grant project.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- H. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
- Indirect cost references and information can be found in various parts of 2 CFR Part 200.
- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A matching report must be submitted with each reimbursement voucher and Subrecipient must keep documentation related to matching funds in the project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds

shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such

revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. CONFIDENTIALITY

Distribution of privileged information, as described at *Va. Code* § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed, Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for

Project Director's Initials _____ **Date** _____

civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

Article 10. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 11. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 12. SUSPENSION OR TERMINATION

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or
- C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 13. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 14. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 15. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 16. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Project Director's Initials _____ **Date** _____

Article 20. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 21. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

Article 22. NONDISCRIMINATION

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
 2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
 5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
 8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087-74100).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement that receives Federal funds under this program."

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 23. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

Article 24. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron

Project Director's Initials _____ **Date** _____

and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 26. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 - 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 - 4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.

Project Director's Initials _____ **Date** _____

- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 28. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Project Director's Initials _____ **Date** _____

Article 29. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 30. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 31. ADDITIONAL PROVISIONS

- A. **Signature Authorized.** Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. **Headings.** The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. **Notice.** All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

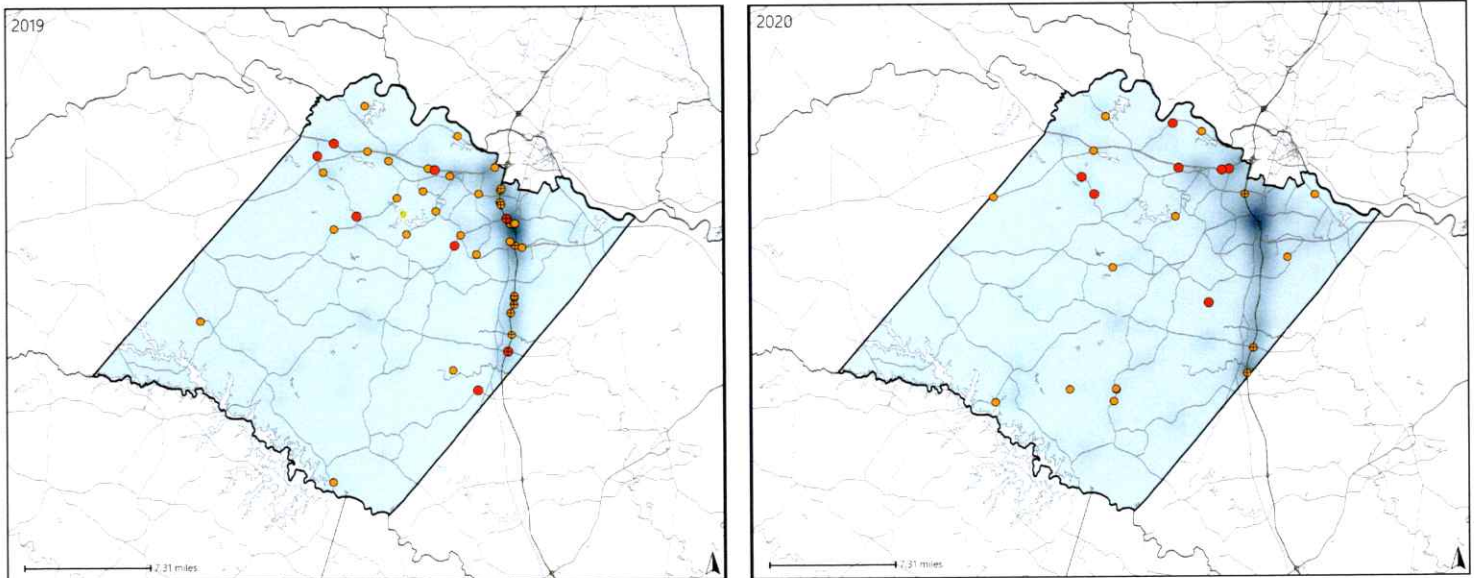
To Subrecipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials _____ **Date** _____

Spotsylvania County Speed Crash Statistics

Available Crash Data - Calendar Year	2017	2018	2019	2020
Speed Crashes	461	478	456	402
Speed Fatal Crashes	6	11	8	7
Highest Time Period(s)	9:00pm - 11:59pm (50%)	9:00am - 11:59am (27%)	9:00pm - 11:59pm Midnight - 2:59am (50%)	6:00pm - 8:59pm Midnight - 2:59am (58%)
Highest Day(s)	Thursday (50%)	Friday • Saturday (54%)	Saturday • Sunday (50%)	Sunday (43%)
Highest Month(s)	July (33%)	April • February (36%)	April • December (50%)	March (43%)
Speed Serious Injury Crashes	26	33	34	16
Highest Time Period(s)	3:00pm - 5:59pm (31%)	3:00pm - 5:59pm (21%)	9:00pm - 11:59pm (24%)	6:00pm - 8:59pm (38%)
Highest Day(s)	Friday • Sunday (46%)	Sunday (21%)	Saturday (26%)	Sunday (31%)
Highest Month(s)	January • June (30%)	September (15%)	June (15%)	October (25%)
Speed Injury Crashes	146	153	139	114
Highest Time Period(s)	3:00pm - 5:59pm (21%)	3:00pm - 5:59pm (19%)	Noon - 2:59pm (19%)	3:00pm - 5:59pm (23%)
Highest Day(s)	Sunday (18%)	Tuesday (19%)	Saturday • Tuesday (40%)	Monday • Sunday (36%)
Highest Month(s)	January (12%)	April (11%)	June (13%)	October (14%)



- Speed Fatal Interstate Crashes
- Speed Serious Injury Interstate Crashes
- Speed Fatal Non-interstate Crashes
- Speed Serious Injury Non-interstate Crashes

The blue gradient represents the density of all speed crashes.



This report was generated by the
Center for Geospatial Information Technology

Spotsylvania County Speed Crash Statistics

2019 Fatal Crashes - Calendar Year

Street	Cross Street	Count
BROCK RD		2
COURTHOUSE RD		1
I-95		1
PLANK RD	ANDORA DR	1
MARYE RD	HAMS FORD RD	1
PLANK RD		1
I-95 RAMP	MUDD TAVERN RD	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2020 Fatal Crashes - Calendar Year

Street	Cross Street	Count
BROCK RD		2
PLANK RD	SALEM CHURCH RD	1
HICKORY RIDGE RD		1
ANDORA DR		1
PLANK RD	RUTHERFORD DR	1
RIVER RD		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2019 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
I-95		11
PLANK RD		2
CATHARPIN RD		2
JEFFERSON DAVIS HWY		1
CHANCELLOR RD		1
JEFFERSON DAVIS HWY	MARKET ST	1
GORDON RD		1
COURTHOUSE RD		1
GORDON RD	SEAY BREEZE LN	1
BROCK RD		1

Mainline crash locations not included in table: 7
Intersection crash locations not included in table: 5

2020 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
PARTLOW RD		3
I-95		2
ORANGE PLANK RD	HERNDON RD	1
ELYS FORD RD		1
I-95 RAMP		1
MASSAPONAX CHURCH RD		1
GORDON RD		1
RIVER RD		1
ORANGE PLANK RD		1
ROBERT LEE DR		1

Mainline crash locations not included in table: 3
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Approving Grant Award Agreement, Designation of Authorized Agents in the Execution and Administration of the Grant Award and Acceptance and Appropriation of FY 2022 Funds

WHEREAS, Spotsylvania County has applied for and received approval for a federal pass through grant from the Virginia Department of Motor Vehicles in the amount of \$77,500 to be utilized by the Sheriff's Office for equipment and selective enforcement of speed related traffic violations; and

WHEREAS, the County is required to provide a local in-kind contribution of \$38,750; and

WHEREAS, the Sheriff's Office will provide the in-kind match through the use of fuel and maintenance costs for enforcement vehicles; and

WHEREAS, the County and Sheriff's Office will administer the grant in accordance with the terms as set forth in the grant award agreement.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the grant award agreement between Spotsylvania County and the Virginia Department of Motor Vehicles is approved; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant award agreement: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator/CFO; and Annette B. D'Alessandro, Grants Manager; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the grant in the amount of \$77,500 is accepted and that the General Fund budget is hereby amended to reflect the increase in funds associated with the grant award; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, for expenditures in the amount of \$77,500 to be utilized only for equipment and selective enforcement of speed related traffic violations, to be expended only by order of the Board of Supervisors as follows:

GENERAL FUND: \$77,500

(SEAL)

A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Appointment of James Shiels to the Transportation Committee (At large)

Type:	Action
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Agenda Title:	Appointment of James Shiels to the Transportation Committee (At Large)
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Recommendation:	Mr. McLaughlin recommends the Board of Supervisors appoint James Shiels as the at large member on the Transportation Committee. Per the bylaws the term would commence immediately and expire September 27, 2022.
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Summary:	Mr. McLaughlin would like to appoint James Shiels to the Transportation Committee as an at large member. The term would commence immediately and expire September 27, 2022.
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Financial Impact:	N/A
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Staff Contacts:	Niki Woodard, Assistant to County Administration
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Additional Background/Other Considerations:	N/A
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Consequence of Denial/Inaction:	The at large position will remain vacant.
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ATTACHMENTS:

File Name	Description	Type
James_Shiels_Resume.docx	Resume	Resume

JAMES SHIELS

757-641 4831 (Cell) • 540-439-5319 (Home) • Janarshiels9@aol.com

IT PROJECT MANAGEMENT PROFILE

Strategic Planning • IT Infrastructure Development • Team Leadership

Retired Naval Officer with years of Program and Project Management experience. Results-driven IT Project Manager with extensive experience in spearheading the consulting, delivery, management, design, development, implementation and support of cost-effective, DOD and Aerospace industry information, infrastructure, security and business systems and software. Skilled at working with clients and management to prioritize activities and achieve project objectives; able to effectively translate business requirements, and achieve on time and on budget delivery of effective IT solutions. Respected IT leader, adept at working with executive management and guiding cross-functional teams to ensure attainment of all performance objectives. Committed to helping clients achieve maximum benefit from their IT investment, through meticulous research and implementation of technologies.

CORE COMPETENCIES

- | | | |
|-----------------------------|------------------------------|---------------------------|
| • IT Project Management | • Full Lifecycle Management | • Program Management |
| • Business System Solutions | • Project Planning & Scoping | • IT Infrastructures |
| • Systems Development | • Management Controls | • Application Development |
| • Resource Management | • Contract Management | • Requirements Gathering |
| • Team Leadership | • Process Improvement | • IT Governance |
-

PROFESSIONAL EXPERIENCE

AEROJET ROCKETDYNE CORPORATION Business Manager/Logistics Analyst

06/2016 to Present

Manages, analyzes and inputs all warehouse transactions relating to the movement of inventory between rocket propulsion labs and production facilities, then back into stock, utilizing an Oracle Data Base. Manages weekly inventory checks and researches discrepancies within in the system in order to reconcile inventory shortfalls. Works with other managers and other senior staff to isolate challenging problems related to the movement, shipping and receiving of parts.

DATA NETWORKS CORPORATION

01/2016 to 05/2016

Portfolio Manager / Project Manager

Handle tracking and coordination of official DOD, DISA and divisional taskings, in addition to managing executive calendars, reviewing official documentation and developing agendas. Performed divisional task management tracking via official DOD task management system for all official DOD and DISA Taskers. Handled coordination for executive team and branch of more than 200 personnel.

- Assisted in developing internal task tracking system within DEPS and linked to MS Outlook tasking tracker program.

KSJ & ASSOCIATES

10/2008 to 12/2015

Principal Consultant

Provided IT program and project management support service to Defense Information Systems Agency (DISA) Military Services Division, with additional responsibility for requirements analysis, risk analysis, pricing estimates, proposal development and acquisition support. Participated in software and hardware migration efforts in support of data, application and web hosting projects. Directed full lifecycle project planning, schedules and consolidation of resources across various functional lines. Reported to project stakeholders regarding project status. Identified key risks and issues and

...continued...

coordinated development and execution of risk mitigation and necessary contingency plans. Ensured compliance with established DISA Enterprise processes, quality standards, policies and procedures.

- Facilitated effective execution of DOD migration and hosting methodology.
- Supported key strategic DOD IT initiatives through coordination of development activities across multiple engineering teams.
- Achieved operational and performance excellence, and led internal cross-functional teams and external business partners in attainment of key milestones.
- Developed program communication strategy and reporting process.

APPTIS INC.

10/2006 to 09/2008

Contract Manager

Spearheaded End User Device (EUD) GSA contract in support of the Military Health Service (MHS) Tri-Service Infrastructure Management Program Office (TIMPO). Executed task orders for delivery of hardware and services, managed contract requirements, and coordinated with IT vendors regarding deliverables. Reported on regular basis to senior management regarding operational status.

- Successfully deployed tens of thousands of computers and associated installation services to hundreds of military healthcare facilities worldwide.

GTSI CORP

06/2004 to 09/2006

Contract Manager

Managed multi-million dollar SI2 GSA contract in support of IT hardware deployment worldwide to US State Department. Implemented task orders for delivery of hardware and services, managed contract requirements and purchase orders, and liaised with Government Contracting Officer.

Prior experience within the United States Navy; Held various leadership and management positions in Information Technology and Communications, with additional emphasis on government contracting, logistics and financial support

EDUCATION AND CREDENTIALS

BS in Business Management - Virginia Polytechnic Institute and State University
Master's Degree in Education, Guidance and Counseling - Providence College

Professional Development

Basics / Principles of Program Management Professional Training Courses
Program Management Professional - Villanova University
PMP Bootcamp

Professional Affiliations

Project Management Institute (PMI)
Military Officers Association (MOAA)
American Legion
US Navy Supply Corps Association

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Approval of Budget Amendment & Appropriation for Economic Development Incentives and Performance Agreement for Longwood Five, LLC

Type:	Action, Resolution, Appropriation
Agenda Title:	Approval of Budget Amendment & Appropriation for Economic Development Incentives and Performance Agreement for Longwood Five, LLC
Recommendation:	Staff recommends approval of the Performance Agreement, Budget Amendment and Appropriation for Longwood Five, LLC.
Non-Staff Name and Title of Presenters:	This is a request for approval of a budget amendment and appropriation for a Performance Agreement known as Longwood Five in the amount of \$125,000 to construct a new 64,000 sf warehouse /distribution center with a capital investment of \$6 million located in the Longwood Business Center.
Summary:	Longwood Five is a new 64,000 sf warehouse/distribution center to be constructed at the Longwood Business Center joining 4 existing warehouse buildings. The Longwood Business Center is located at Four Mile Fork on Houser Drive. The company will make a capital investment of \$6,000,000. The building is due to be completed by December 2022. To induce the company to locate and develop the company facility in Spotsylvania County, the Economic Development Authority recommends providing a \$125,000 incentive grant. To accomplish this incentive grant, staff recommends that \$125,000 of the available General Fund balance be transferred to the Economic Development Authority Fund. The Board's approval of the attached budget adjustment and appropriation are necessary to effect this action.
Committee/Commission Summary:	Economic Development Authority

Review Date: July 22, 2021

Status: Approved

Financial Impact: Please see the attached budget adjustment and appropriation.

Staff Contacts: Deborah Sanders, Interim Director, Economic Development

Legal Counsel: Karl Holsten, County Attorney; Brendan Hefty, Hefty, Wiley; EDA General Counsel

Additional Background/Other Considerations: N/A

Consequence of Denial/Inaction: If the request is denied, payment of previously awarded inventive grants cannot be made.

Talking Points: This is a request for approval of a budget amendment and appropriation for a Performance Agreement known as Longwood Five in the amount of \$125,000 to construct a new 64,000 sf warehouse /distribution center with a capital investment of \$6 million located in the Longwood Business Center.

ATTACHMENTS:

File Name	Description	Type
Longwood_Five_Performance_Agreement.pdf	Longwood Performance Agreement	Agreement
Budget_Adjustment.docx	Budget Amendment	Budget Amendment
Appropriation.doc	Appropriation	Appropriation

PERFORMANCE AGREEMENT

This PERFORMANCE AGREEMENT (the "Agreement") is made and entered this ____ day of _____, 2021, by and among the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("County") and LONGWOOD FIVE LLC, a Virginia limited liability company ("Company"), and the ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Authority"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Company is engaged in the business of owning and operating commercial real estate, the Company's principal place of business is located in Spotsylvania County, Virginia; and

WHEREAS, the Company intends to construct a 64,000 square foot (more or less) industrial building (the "Company Facility") to be located at 11200 Houser Driver, Fredericksburg, VA 22407, upon Tax Map 23-16-B1, (the "Property"), and lease space in the Company Facility to businesses; and

WHEREAS, the Company will incur significant costs associated with the construction and development of the Company Facility in Spotsylvania County; and

WHEREAS, the County has determined that the promotion of commercial expansion and improvement of business, including but not limited to job creation and retention, results in significant direct and indirect economic, physical and social benefits to the County; is consistent with the Authority's objectives, and is in the best interest of the citizens of Spotsylvania County; and

WHEREAS, the Authority desires to provide to the Company an economic incentive grant for the purpose of inducing the Company to locate and expand its business and create and increase new full-time jobs in the County of Spotsylvania; and

WHEREAS, the County is willing to appropriate and provide funds to the Authority, in support of a grant, with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria described herein; and

WHEREAS, the County is authorized by Section 15.2-953 of the Code of Virginia and other laws, and the Authority is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia and other laws to perform the activities contemplated in this Performance Agreement; and

WHEREAS, the County, the Authority and the Company desire to set forth their understanding and agreement as to the terms of the grant, the use of the grant funds, the obligations of the Company regarding the Company's Commitments as defined herein, and the repayment by the Company of all or part of the grant under certain circumstances; and

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

SECTION 1. INCORPORATION OF PREAMBLE

The Preamble above and the statements made therein are fully incorporated herein by reference thereto and are hereby made a material part of this Agreement.

SECTION 2. DEFINITIONS.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Capital Investment" means the value of the capital expenditure made by or on behalf of the Company in improvements to the Property comprising the Company Facility.

"Incentive Period" means the five-year period commencing from the date the Company Facility receives its certificate of occupancy which shall not be later than December 31, 2022.

SECTION 3. COMPANY COMMITMENTS

3.1 In exchange for the Incentive Grant as Defined in Section 4, the Company agrees and covenants to fully comply, as applicable, with each and every one of the following commitments under the schedules set forth below which shall collectively be referred to as the "Company Commitments".

3.2 The Company will make a Capital Investment not less than Six Million Dollars (\$6,000,000) by way of its development and construction of the Company Facility and will continue to hold the Capital Investment through its maintenance and ownership of the Company Facility for the duration of the Incentive Period and will not transfer ownership of the Property, the Company Facility, either or both, to any third party unless and except that the third party is sufficiently bound to this Agreement in the same manner as the Company all as determined reasonably by the Authority and the County. Upon completion of the Company Facility as evidenced by its certificate of occupancy, the Company will provide a written statement to the County and Authority verifying the Capital Investment together with construction, development, and regulatory invoices detailing the Capital Investment. The construction, development, and regulatory invoices required herein provided by the Company to the Authority and the County must be certified by the contractor or vendor providing the goods or services or by the regulator charging the applicable fees, that the invoices have been paid and the work, goods, and services, as applicable, have been provided; all as reasonably determined by the Authority and the County.

3.3 The Company will complete construction of the Company Facility such that a certificate of occupancy for the Company Facility is obtained no later than December 31, 2022. The

Company will immediately provide the Authority with the certificate of occupancy for the Company Facility when received.

3.4 The Company will lease out the Company Facility to lessees during the Incentive Period.

3.5 The Company will provide to the Authority and the County its Internal Revenue Service W-9 form, with its tax identification number, as a condition of and prior to the receipt of the Incentive Grant.

3.6 The Company will own the Company Facility for the duration of the Incentive Period or will otherwise comply with Section 3.2 herein, and will maintain the Company Facility in sound operating condition as Class A industrial/commercial space.

3.7 The Company will comply with all applicable County, State and Federal laws and regulations.

3.8 The Company will, upon the request of either the Authority or the County and at its own expense, provide to the Authority or the County, as applicable, copies of all records related to the payment of taxes and fees owed to the County.

3.9 The Company will provide to the Authority or the County, as applicable, any other documentation reasonably necessary for the Authority or the County to verify compliance with the Company Commitments.

SECTION 4. INCENTIVE GRANT.

4.1 To induce the Company to locate and develop the Company Facility in the County, the Authority agrees to provide the Company an incentive grant ("Incentive Grant") equal to One Hundred Twenty-Five Thousand Dollars (\$125,000) payable upon the execution of this Agreement by all parties hereto. The Company will use the Incentive Grant only to pay for, or reimburse itself, for all costs related to permitting, inspections, water and sewer connection, or any other construction or development costs or fees directly related to construction or development of the Company Facility. Upon request and at its own expense, the Company must provide the County and the Authority evidence that the Incentive Grant was used exclusively for the purposes described herein as determined solely by the Authority and the County. Any invoices provided by the Company to the Authority or the County must be certified by the contractor or vendor providing the goods or services or by the regulator charging the applicable fees, that the invoices have been paid and the work, goods, and services, as applicable, have been provided; all as solely determined by the Authority and the County.

4.2 The Authority's obligation to undertake the activities herein is specially conditioned upon the County providing funding on a timely basis; provided, however, that any County obligation is subject to appropriation by the County Board of Supervisors and availability of funds. Notwithstanding anything to the contrary herein, in the event the Incentive Grant is not delivered to the Company within thirty (30) business days from the execution of this Agreement, then the

Company may terminate this Agreement and the Parties shall owe no further duties or obligations to one another.

4.3 The Authority agrees to provide the County Administrator, or the designee thereof, with copies of all documents related to this Agreement, including, but not limited to, documents related to the administration of this Agreement, and will keep the County Administrator or his designee fully and timely informed in writing of all matters related to the Agreement.

4.4 The Authority agrees that all funds transferred by the County to the Authority for the Incentive Grant shall be used only and exclusively to satisfy the obligations contained in this Agreement related to the Incentive Grant.

4.5 It is the intent of the parties not to impose upon the Authority any responsibility, duty or obligation other than what may be required to implement the Incentive Grant. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. If litigation involving the Incentive Grant is initiated or expected to be filed against the Authority, the Authority shall immediately notify the County Attorney and County Administrator.

4.6 The Authority shall keep records of its financial transactions, if any, related to the Agreement in accordance with generally accepted accounting principles. The Authority shall also retain any and all records related to this Agreement for the period of time required by the applicable retention schedules set by the Library of Virginia pursuant to the Virginia Public Records Act. In any event, the Authority shall retain any and all records related to this Agreement for three years beyond the last day of the last year, "Year 5," of the Incentive Period.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 The Company hereby represents and warrants to the Authority and the County as follows:

(a) The Company is empowered and able to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

(b) Any and all actions necessary to enable the Company to enter into this Agreement, and to be bound hereby, have been duly taken.

(c) The person or persons executing or attesting to the execution of this Agreement on behalf of the Company has or have been duly authorized and empowered to so execute or attest.

(d) The execution of this Agreement on behalf of the Company will bind and obligate the Company to the extent provided by the terms hereof.

(e) There exists no litigation pending against the Company which if determined adversely, would materially and adversely affect the ability of the Company to carry out its obligations under this Agreement or the transactions contemplated hereunder.

5.2 The Authority hereby represents and warrants to the Company and the County as follows:

(a) The Authority is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

(b) Any and all actions necessary to enable the Authority to enter into this Agreement, and to be bound hereby, have been duly taken.

(c) The person or persons executing or attesting the execution of this Agreement on behalf of the Authority has or have been duly authorized and empowered to so execute or attest.

(d) The execution of this Agreement on behalf of the Authority will bind and obligate the Authority to the extent provided by the terms hereof.

(e) There exists no threatened or current litigation pending against the Authority which if determined adversely, would materially and adversely affect the ability of the Authority to carry out its obligations under this Agreement or the transactions contemplated hereunder.

5.3 The County hereby represents and warrants to the Company and the Authority as follows:

(a) The County is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

(b) Any and all actions necessary to enable the County to enter into this Agreement, and to be bound hereby, have been duly taken.

(c) The person or persons executing or attesting the execution of this Agreement on behalf of the County has or have been duly authorized and empowered to so execute or attest.

(d) The execution of this Agreement on behalf of the County will bind and obligate the County to the extent provided by the terms hereof.

(e) There exists no threatened or current litigation pending against the County which if determined adversely, would materially and adversely affect the ability of the County to carry out its obligations under this Agreement or the transactions contemplated hereunder.

SECTION 6. DEFAULT, TERMINATION, REPAYMENT OBLIGATIONS AND REDUCTIONS

6.1 Events of Default. Each of the following events (hereinafter called an "Event of Default") will be a default hereunder by the Company as follows:

(a) Failure by the Company to maintain its corporate existence and its continued failure for a period of thirty (30) days following receipt of notice of such termination by the County, or the declaration of bankruptcy by the Company;

(b) Failure by the Company to comply with any of the Company Commitments described in Section 3 of this Agreement or terms of the Incentive Grant set forth in Section 4 of this Agreement and to cure such noncompliance within thirty (30) days after receiving written notice from the Authority or the County;

(c) Failure by the Company to pay any tax or fee owed to the County, and to cure such noncompliance within thirty (30) days after receiving written notice from the Authority or the County;

(d) Any of the other conditions of the Incentive Grant set forth in this Agreement not being met.

6.2 Termination, Repayment Obligations, and Reductions.

6.2.1 Termination. In the case of an occurrence of an Event of Default set out in Section 6.1(a), Section 6.1(b), Section 6.1(c), or Section 6.1(d), the Incentive Grant provisions of this Agreement may be terminated immediately by written notice from the Authority to the Company, and neither the County nor the Authority will have any further obligation relating thereto and the Company will no longer be eligible for any Incentive Grant payment hereunder. Notwithstanding the foregoing, the provisions of Section 6.2.2 below will survive the termination of this Agreement until all of the Company's obligations have been satisfied.

6.2.2. Repayment. Upon an Event of Default as set out in Section 6.1(a), Section 6.1(b), Section 6.1(c), or Section 6.1(d), the Company will repay to the Authority any and all amounts paid to it pursuant to this Agreement upon written demand by the Authority to the Company for such repayment. Any required repayment will be due from the Company to the Authority within thirty (30) days of the date of the written demand to the Company from the Authority. Any moneys repaid by the Company to the Authority hereunder will be repaid by the Authority to the County. The Authority will have no responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company.

SECTION 7. GENERAL TERMS AND CONDITIONS.

7.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns and will specifically bind any successor or assign in ownership of the Property, the Company Facility, either or both. During the term of this Agreement, the Company may not assign its rights and obligations under this Agreement to an unaffiliated third party without the prior written consent of the County and the Authority, not to be unreasonably withheld, conditioned or delayed if the terms of this Agreement are met. The Company will immediately notify the County and the Authority of any merger or acquisition by

or of the Company and any change to the name of the Company. The Company hereby authorizes the Authority to record a short form memorandum as identified in Exhibit "A" referencing the Property and the terms of this Agreement in the land records of the Circuit Court of Spotsylvania County, Virginia and hereby agrees to execute the memorandum and any other documents necessary to allow for said recordation. Authority agrees to execute and deliver the necessary release in recordable form to release and terminate said memorandum in the event of the termination or expiration of this Agreement within thirty (30) days from the written request of the Company.

7.2 Governing Law; Venue. This Agreement is made, and is intended to be performed, in the Commonwealth of Virginia and will be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement will lie in the Circuit Court of the County of Spotsylvania, and such litigation will be brought only in such court.

7.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will be one and the same instrument.

7.4 Severability. If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

7.5 Subject-to-Appropriations. All payments and other performances by the County and the Authority under this Agreement are subject to appropriations by the County's Board of Supervisors. It is understood and agreed among the parties that the County and the Authority will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the County's or the Authority's total liability under this Agreement exceed the total amount of funds appropriated by the County Board of Supervisors for the payments hereunder for the performance of this Agreement. Notwithstanding anything to the contrary contained herein, the provision of Section 4.2 shall apply and be binding on the Parties.

7.6 Public Disclosure.

7.6.1 Applicable Law. The parties to this Agreement acknowledge that records maintained by or in the custody of the County and the Authority are subject to the provisions of the Virginia Public Record Act ("VPRA") and the Virginia Freedom of Information Act ("FOIA") and thus are subject to the records retention and public disclosure requirements set forth in those statutes.

7.6.2 Challenges to Nondisclosure. If a party submitting records to the County or the Authority requests that those records not be disclosed under applicable law and the County or the Authority consequently denies a request for disclosure of such records based on the submitting party's request, and the County's or the Authority's denial of a request for disclosure of records is challenged in court, the submitting party will indemnify, hold harmless and defend the County or

the Authority, their respective officers and employees from any and all costs, damages, fees and penalties (including attorney fees and other costs related to litigation) relating thereto.

7.7 No Waiver. Neither failure on the part of the County or the Authority to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement will discharge or invalidate such covenant or provision or affect the right of the County or the Authority to enforce the same right in the event of any subsequent default.

7.8 Effective Date of the Agreement. The effective date of the Agreement will be the date upon which it has been fully executed by the Parties following approval by County Board of Supervisors and by the Authority's Board of Directors (the "Effective Date").

7.9 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any party to the Agreement as the agent or representative of any other party to the Agreement for any purpose.

7.10 No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement, the parties agree that (i) no individual or entity will be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the County, the Authority, or the Company; (iii) no other individual or entity will obtain any right to make any claim against the County, the Authority, or the Company under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

7.11 No Pledge of Credit. Nothing herein will be interpreted or operate as a pledge of the full faith and credit of the County, or will bind the County to appropriate funds for expenditures related to this agreement. The Authority cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder. Notwithstanding the foregoing, the provisions of Section 6.2.2 above will survive the suspension of obligations hereunder and the termination of this Agreement until all of the Company's obligations have been satisfied.

7.12 Interpretation. No party has relied on any oral or written representation of the others unless such representation is incorporated in this Agreement. The recitations contained in the preface to this Agreement are consideration therefor and incorporated therein. The headings of the sections of this Agreement are for convenience only and will not be considered in construing or interpreting any of the terms of this Agreement. Whenever the context requires, as used in this Agreement, the singular will include the plural and the masculine gender will include the feminine gender, and vice versa.

7.13 Attorney's fees and Liabilities. In the event of a dispute arising from or relating to this Agreement or a breach of this Agreement by Company, Company shall pay the Authority's attorney's fees, expenses and costs. Other than provided above, each party is responsible for its own liabilities and none of the parties will be responsible for the debts, liabilities and other financial obligations incurred by any other party in performing its obligations under this Agreement.

7.14 Incentive Subject to Payment of Obligations; Value; Repayment. The payment of the Incentive Grant is subject to and conditioned upon the Company being current on all taxes and fees it owes the County for any reason. If during the term of this Agreement, the Company is not current on all taxes and fees it owes the County for any reason, it will be a curable Event of Default under this Agreement.

SECTION 8. NOTICES.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

If to the Company, to:

Longwood Five LLC
Attn: Chris Miller
10908 Courthouse Road, Suite 102-299
Fredericksburg, VA 22408

with a copy to:

Parrish Snead Franklin Simpson, PLC
Attn: Chris Franklin, Esq.
910 Princess Anne St. Flr. 2
Fredericksburg, VA 22401
(540) 373-3500
franklin@parrishsnead.com
If to the County to:

County Administrator
9104 Courthouse Road
Spotsylvania, VA 22553

with a copy to:

County Attorney
9105 Courthouse Road
P.O. Box 308
Spotsylvania, VA 22553

If to the Authority to:

Chair, Spotsylvania County Economic Development Authority
9019 Old Battlefield Boulevard
Suite 310
Spotsylvania, VA 22553

with copy to:

Hefty Wiley & Gore, P.C.
100 West Franklin Street, Suite 300
Richmond, VA 23220

AUTHORIZED SIGNATURES TO FOLLOW

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this Performance Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)
Ed Petrovitch
COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing Performance Agreement was acknowledged before me this the _____ day
of _____ 2021, by Ed Petrovitch, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____
My Registration No.: _____

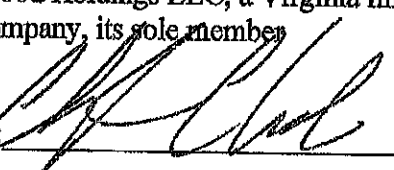
APPROVED AS TO FORM:

County Attorney

SIGNATURE PAGES TO FOLLOW

LONGWOOD FIVE LLC,
A Virginia Limited Liability Company

By Longwood Holdings LLC, a Virginia limited
liability company, its sole member

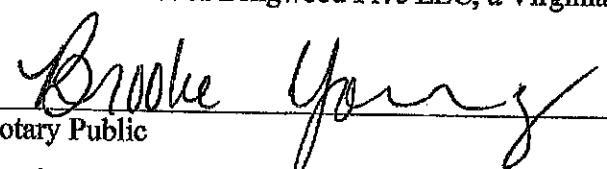
By: 

Name: Christopher Miller

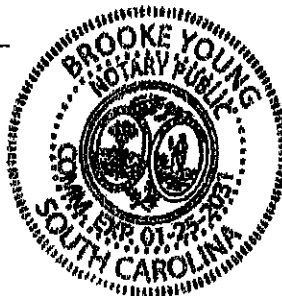
Title: Member

COMMONWEALTH/STATE OF SC
CITY/COUNTY OF Beaufort, to-wit:

The foregoing Performance Agreement was acknowledged this the 22 day of July, 2021, by Christopher Miller who is the Member of Longwood Holdings LLC, a Virginia limited liability company, the sole member of Longwood Five LLC, a Virginia limited liability company.


Notary Public

My Commission Expires: 01/25/2031
My Registration No.: N/A



SIGNATURE PAGE TO FOLLOW

ECONOMIC DEVELOPMENT AUTHORITY OF THE
COUNTY OF SPOTSYLVANIA, VIRGINIA, a political
subdivision of the Commonwealth of Virginia

By: [Signature]
Name: JOSE GAITA
Title: EDA Chair

COMMONWEALTH/STATE OF VA
CITY/COUNTY OF Spotsylvania, to-wit:

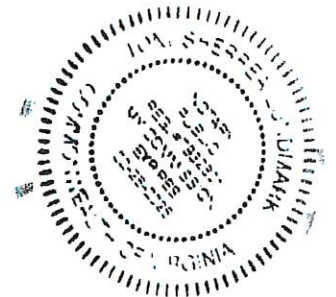
The foregoing Performance Agreement was acknowledged this the 5 day of
August, 2021, by Josh Gaita who is the Chairman of the
Economic Development Authority of the County of Spotsylvania, Virginia.

[Signature]
Notary Public

My Commission Expires: 02/28/2025
My Registration No.: 7932801

Approved as to Form:

By: [Signature]
Counsel to the Economic
Development Authority of
The County of Spotsylvania



FY 2022 Budget Amendment Request Form

Date: September 8, 2021

Department: Economic Development

Contact person: Debbie Sanders

Phone #:

Explanation of need for budget amendment: Longwood Five is a new 64,000 sf warehouse/distribution center to be constructed at the Longwood Business Center joining 4 existing warehouse buildings. The Longwood Business Center is located at Four Mile Fork on Houser Drive. The company will make a capital investment of \$6,000,000. The building is due to be completed by December 2022. To induce the company to locate and develop the company facility in Spotsylvania County, the Economic Development Authority recommends providing a \$125,000 incentive grant.

To accomplish this incentive grant, staff recommends that \$125,000 of the available General Fund balance be transferred to the Economic Development Authority Fund.

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #	110-0000-341.05-01 – Use of General Fund Balance	\$	125,000
Acct #	221-0000-341.06-01 – Transfer from General Fund	\$	125,000
	Total Revenue Adjustment	\$	250,000

Expenditure Accounts Adjusted		Amount	
Acct #	110-9210-492.99-23 – Transfer to EDA Fund	\$	125,000
Acct #	221-8151-471.58-77 (EDLONG) – Economic Dev. Incent. Prog.	\$	125,000
	Total Expenditure Adjustment	\$	250,000

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Debbie Sanders, Economic Development

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ___ recommended ___ not-recommended

Explanation if not recommended: _The County Administrator authorized bypassing the Finance Committee for this adjustment.

**Spotsylvania County
Board of Supervisors**

FISCAL YEAR 2022 APPROPRIATION

BOARD OF SUPERVISORS

September 28, 2021

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, from the funds and for the functions or purposes indicated.

For an economic development incentive grant, to be expended only by order of the Board of Supervisors as follows:

ECONOMIC DEVELOPMENT AUTHORITY FUND: \$125,000

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Budget Adjustment and Contract to CDM Smith Inc. to Provide Professional Architectural and Engineering Services for Design of the Motts Run Water Treatment Plant Expansion and Rehabilitation

Type: Action

Agenda Title: Approval of Budget Adjustment and Contract to CDM Smith Inc. to Provide Professional Architectural and Engineering Services for Design of the Motts Run Water Treatment Plant Expansion and Rehabilitation

Recommendation: Approve the attached budget adjustment and the award of a contract to CDM Smith Inc. to provide professional architectural and engineering services for the design of the Motts Run Water Treatment Plant (WTP) Expansion and Rehabilitation. The contract has been reviewed and approved as to form by the County Attorney's Office.

Summary: A Request for Proposal (RFP) was issued by the Spotsylvania County Procurement Division to solicit proposals from qualified contractors to provide professional architectural and engineering services for the Motts Run Water Treatment Plant Expansion and Rehabilitation Design. Two (2) proposals were received for this procurement. A Selection Committee reviewed the proposals, which resulted in an award to CDM Smith Inc. in the amount of \$11,536,505.00.

The balance currently available in the Motts WTP project is \$3,035,242. Additional funding is planned in the out-years of the Adopted CIP. However, due to the project schedule, we anticipate needing \$3.5 million of the out-year funding sooner than originally expected. As such, staff is requesting through the attached budget adjustment a shift of \$3.5 million from the Massaponax Wastewater Treatment Plant

(WWTP) project to the Motts WTP project to cover the cash flow needs anticipated in the current fiscal year for design. Additional funding for the Motts project is planned in the Adopted CIP to occur in FY 2023 and thereafter to cover the additional design contract costs. \$3.5 million will be restored to the Massaponax WWTP project budget through the next update to the CIP.

Financial Impact:

In combination with the existing balance available on the Motts WTP project, the attached budget adjustment of \$3.5 million being shifted from the Massaponax WWTP project will cover anticipated cash flows on the project through FY 2022. Additional funding is planned in FY 2023 and beyond to cover the additional design contract costs thereafter.

Staff Contacts:

Ben Loveday, Assistant County Administrator; Julia Monat, Deputy Director of Utilities/Public Works; Toni Vaughan, Procurement Division Administrator

Legal Counsel:

Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations:

The work authorized under the contract shall be to develop and implement the necessary infrastructure for the expansion and rehabilitation of the County's Motts Run Water Treatment Plant from an existing capacity of 12 million gallons per day (MGD) to 24 MGD.

Consequence of Denial/Inaction:

Failure to approve this contract to move forward with the design of the Motts Run Water Treatment Plant expansion and rehabilitation will result in a delay of critical water infrastructure, which is crucial for serving the County and providing adequate water supply for the projected increased demand in coming years.

ATTACHMENTS:

File Name	Description	Type
Project_Budget_Wrksht_WT1804.pdf	Project Budget Wksht - Motts Run WTP Design	Backup Material
\$3.5M_from_Mass_WWTP_to_Motts_WTP-_Budget_Adjustment.docx	Budget Adjustment - Motts Run WTP Design	Budget Amendment
Contract - CDM Smith Inc. - Motts Run WTP Expansion and Rehab - for_BOS.pdf	Contract - CDM Smith Inc	Contract



SPOTSYLVANIA COUNTY

Motts WTP Expansion Project Budget Worksheet Project #: WT1804

	Current Balance (as of Sept. 21, 2021)	Revisions (as of Sept. 21, 2021)	Revised Balance (Sept. 28, 2021)
<u>Project Costs:</u>			
Design	\$8,501,263	(\$8,501,263)	\$0
CDM Smith Inc	\$0	\$11,536,505	\$11,536,505
Construction	\$3,035,242	(\$3,035,242)	\$0
Total Project Costs	\$11,536,505	\$0	\$11,536,505

<u>Project Funding:</u>			
Cash	\$6,535,242	\$0	\$6,535,242
Future CIP - as planned	\$5,001,263	\$0	\$5,001,263
Total Project Funding	\$11,536,505	\$0	\$11,536,505

Note:

The current balance includes the \$3,500,000 transfer from the Massaponax Wastewater Treatment Plant project requested as part of this agenda item, and assumes \$5,001,263 in future CIP funding to be added in FY 2023 to balance the project to this contract award.

FY 2022 Budget Amendment Request Form

Date: September 28, 2021

Department: Utilities/Public Works

Contact person: Ben Loveday

Phone #: 507-7307

Explanation of need for budget amendment: The balance currently available in the Motts WTP project is \$3,035,242 with additional funding planned in the out-years of the Adopted CIP. The design contract award being considered for approval is \$11,536,505. However, due to the project schedule, we anticipate needing \$3.5 million of the out-year funding sooner than originally expected. As such, staff is requesting a shift of \$3.5 million from the Massaponax Wastewater Treatment Plant (WWTP) project to the Motts WTP project to cover the cash flow needs anticipated in the current fiscal year for design at Motts. Additional funding for the Motts project is planned in the Adopted CIP to occur in FY 2023 and thereafter to cover the additional design contract costs. \$3.5 million will be restored to the Massaponax WWTP project budget through the next update to the CIP.

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #		\$	
	Total Revenue Adjustment	\$	

Expenditure Accounts Adjusted		Amount	
Acct #	520-9180-802.89-03 (SR1804) – Construction	\$	(3,500,000)
Acct #	520-9170-802.89-02 (WT1804) – Design	\$	3,500,000
	Total Expenditure Adjustment	\$	0

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☐ recommended ☐ not-recommended

Explanation if not recommended:

SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #21-31-TV

THIS AGREEMENT ("Agreement") is made this ____ day of ____, 2021, by and between the BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and, CDM SMITH INC., a Massachusetts corporation, ("CONSULTANT"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

WITNESS:

WHEREAS, the COUNTY desires to obtain professional architectural and engineering services for the Motts Run Water Treatment Plant Expansion and Rehabilitation Design for Spotsylvania County; and

WHEREAS, CONSULTANT desires to provide professional architectural and engineering services for the Motts Run Water Treatment Plant Expansion and Rehabilitation Design for Spotsylvania County.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONSULTANT agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the Contract Documents. These Contract Documents shall represent the entire agreement and understanding between the parties. Any oral or written understanding not incorporated in these Contract Documents is not binding on any of the parties. These Contract Documents shall be amended only by written instrument signed by the parties as approved. The Contract Documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of ambiguity. In the event of a conflict between the provisions of the Contract Documents, the provisions requiring the most exacting standard of performance shall prevail.

1.2. The Contract Documents consist of:

1. Spotsylvania County Contract Agreement for Professional Services, Contract #21-31-TV between COUNTY and CONSULTANT; and
2. County of Spotsylvania Request for Proposal (RFP) #21-31-TV, Professional Architectural and Engineering Services – Motts Run Water Treatment Plant Expansion and Rehabilitation, dated May 24, 2021; including Attachments A, B and C; and
3. Addendum #1 to Spotsylvania County RFP #21-31-TV for Professional Architectural and Engineering Services – Motts Run Water Treatment Plant Expansion and Rehabilitation, dated June 5, 2021; and
4. Exhibit A under Contract #21-31-TV to provide Professional Architectural and Engineering Services for the Motts Run Water Treatment Plant Expansion and Rehabilitation to include: Attachment A Motts Run Water Treatment Plant Expansion and Rehabilitation Rate Schedule and Reimbursement Policy and Fee Summary, Attachment B Motts Run WTP Expansion and Rehabilitation Preliminary Project Schedule, and Attachment C Motts Run Water Treatment Plant Expansion and Rehabilitation Assumption; and
5. CDM Smith Inc. Proposal for Professional Architectural and Engineering Services – Motts Run Water Treatment Plant Expansion and Rehabilitation, dated June 15, 2021, submitted in response to RFP #21-31-TV.

1.3. It is the intent of the Contract Documents to describe a functionally complete service to be performed in strict accordance with the Contract Documents. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONSULTANT without increase in the contract price or contract timelines whether or not specifically called for.

ARTICLE 2

THE WORK AND AGREEMENT TERM LIMITS:

2.1. CONSULTANT shall provide Professional Architectural and Engineering Services for the Motts Run Water Treatment Plant Expansion and Rehabilitation Design, and perform these tasks as delineated in the Contract Documents. All management, necessary tools, equipment, materials, fuel, insurance, personnel, and supervision to provide the services as described herein is to be provided for Spotsylvania County. The work authorized by this Agreement shall be to develop and implement the necessary infrastructure for the expansion and rehabilitation of the County's Motts Run Water Treatment Plant from an existing capacity of 12 million gallons per day (MGD) to 24 MGD. The County is requesting these services to complete final design, provide complete project bid documents including drawings and specifications, bid phase assistance, and construction phase assistance.

All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including the County Standards, Environmental Protection Agency (EPA), Virginia Department of Health (VDH), Virginia Occupational Safety and Health Agency (VOSHA) and Occupational Safety and Health Agency (OSHA) rules and regulations. This project has the potential to involve federal funding and may require compliance with federal guidelines.

It is expected that the County will require various services leading to the completion of the project. The services expected may include, but are not limited to the following:

A. PLANNING

- a. Amendments to feasibility studies;
- b. Amendments to hydraulic models for planning and operational analysis;
- c. General administrative supporting studies such as facility assessments, workforce planning, and resource management
- d. Studies assessing impacts on water services in support of initiatives such as regulatory assistance, funding applications, as well as other policy-oriented initiatives.

B. DESIGN

- a. Survey and Design/permitting services for the capital project;
- b. Design/permitting services for repair and replacement of existing infrastructure, instrumentation, treatment upgrades, new treatment infrastructure;
- c. Development of bidding documents to include design drawings and technical specifications and bid phase services;

- d. Project cost estimating services (feasibility level through bid level) and project scheduling services;
- e. Project constructability reviews, value engineering reviews, and peer reviews;
- f. Local site permitting services for site plans, grading permits, storm water, etc.;
- g. Environmental permitting services for floodplain studies, wetland studies, environmental assessments, etc.;
- h. Services related to meeting requirements and federal guidelines associated with federal funding. Included, but not limited to the National Environmental Policy Act (NEPA) review process.
- i. Geotechnical exploration and geotechnical engineering; and
- j. Asset management program development and support.

C. CONSTRUCTION

- a. General construction administration (e.g. document control, meeting coordination, project close-out, punch-list development, etc.;
- b. Construction inspection services;
- c. Construction schedule and schedule update reviews;
- d. Submittal review, RFI responses and change order support services;
- e. Review of contractor payment applications and claim support;
- f. Start-up, commissioning, testing and training; and
- g. O&M manual and record drawing development.

D. OPERATIONS

- a. Water Treatment plant management/operations troubleshooting and assistance.

Additional civil and environmental engineering and/or related services may also be needed as directed by Spotsylvania County.

Continuous professional involvement will likely be required throughout the project and will include, but not be limited to, scope/budget development, regular progress reports/meetings, preparing reports, processing invoices for service, and timely response regarding project issues and correspondence. Moreover, in addition to the technical services listed above, general project support may require participation at project meetings (with internal and external stakeholders); and as requested, represent County during interactions with other agencies, communities, and the public.

2.2. This Agreement shall have a term limit from date of award through completion of all services described in the contract documents and until final acceptance from the COUNTY.

ARTICLE 3

DATES OF COMMENCEMENT:

3.1. The date of commencement shall be concurrent with the execution of this Agreement.

3.2. The CONSULTANT's services shall be performed as expeditiously as possible and consistent with professional skill and care and the orderly progress of the project.

3.3. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the CONSULTANT shall provide to the County within 24 hours of CONSULTANT's determination that there exists an industry wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, CONSULTANT and/or retailers from which CONSULTANT has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONSULTANT to obtain said materials; 4) a written statement, signed by an authorized representative of CONSULTANT, that CONSULTANT has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which CONSULTANT anticipates that it will obtain said materials and; 6) the County, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by CONSULTANT.

ARTICLE 4

CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. The COUNTY shall pay for services out of appropriated funds. The contract is expressly subject to appropriation of funds by the Board of Supervisors.

4.2. The COUNTY agrees to pay fees not to exceed Eleven Million Five Hundred Thirty-Six Thousand Five Hundred Five Dollars (\$11,536,505.00) for the Motts Run Water Treatment Plant Expansion and Rehabilitation Design as delineated in the contract documents.

4.3. Payments shall occur as follows:

1. No deposit nor advance sums shall be paid;
2. Payments are due net thirty (30) days after receipt by COUNTY of an accurate

and properly submitted invoice to the COUNTY for materials and services as described in Article 2; if a corrected invoice is requested, then the thirty (30) days starts over at receipt of corrected invoice;

3. All payments will be delivered through the US Postal Service. No request for special handling of checks will be honored.

4.4. Pursuant to Section 2.2-4354 of the Code of Virginia (1950, as amended), the CONSULTANT covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the CONSULTANT under this Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONSULTANT under the Agreement;
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONSULTANT on all amounts owed by the CONSULTANT that remain unpaid after seven (7) days following receipt by the CONSULTANT of payment from the COUNTY for work performed by the subcontractor under this Agreement; and
4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

4.5. The parties hereby agree that any finance charge lawfully assessable against the COUNTY for failure to pay any payment(s) pursuant to the terms of this Agreement shall not exceed 2% per annum, and shall only accrue from the latest date such payment was due under the applicable provisions of this Agreement.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF CONSULTANT:

5.1. As to all matters of professional responsibility, CONSULTANT shall indemnify, and

hold harmless the COUNTY and its representatives from and against any and all liability, losses, reasonable attorney's fees and litigation expenses or other expenses suffered by any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of the CONSULTANT, or those for whom CONSULTANT is legally liable. With the prior approval of the COUNTY, CONSULTANT may assume the defense of any such professional liability claim(s) made against the COUNTY and its representatives. This section shall survive the termination of this Agreement.

5.2. As to all matters of liability related to or arising out of this Agreement other than professional liability, CONSULTANT agrees to indemnify and hold harmless the COUNTY and its representatives from and against any and all liability, losses, reasonable attorney's fees and litigation expenses, or other expenses suffered by any indemnified party or entity as a result of any claim to the extent that it is found to have been caused by the acts, errors, or omissions of CONSULTANT or those for whom CONSULTANT is legally liable. With the prior approval of the COUNTY, CONSULTANT may assume the defense of any such claim(s) made against the COUNTY and its representatives. This section shall survive the termination of this Agreement.

5.3. CONSULTANT agrees to obtain a business license from the Spotsylvania County Commissioner of Revenue if required by the Code of Virginia (1950, as amended) and/or Spotsylvania County Code and to present such license for inspection by the COUNTY if requested. CONSULTANT also agrees to maintain as current all required business licenses and permits required by the Commonwealth of Virginia and to present such licenses and permits as may be requested or required by the COUNTY.

5.4. CONSULTANT shall maintain the following insurance coverage, naming COUNTY as additional insured, during the course of this Agreement, and provide the COUNTY with certificates of insurance for said coverage upon execution of this Agreement:

1. General Liability – in an amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. Coverage should be provided on a per project/per location basis.
2. Automobile Liability Policy – in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for use of hired and non-owned vehicles; and

3. Workers' Compensation – in compliance with all states in which CONSULTANT does business, including Coverage B Employer's Liability in not less than the following amounts:
 - i. Bodily Injury by accident \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit; and
 - iii. Bodily Injury by disease, \$100,000 for each employee.
4. Professional Liability Insurance in an amount not less than \$2,000,000 per claim and \$6,000,000 in the aggregate, or as identified in Section VII, Terms and Conditions, subdivision K, Design Errors and/or Omissions and A/E Professional Liability Insurance of RFP #21-31-TV identified herein as contract document 2. The amount of coverage may increase according to the project value.

5.5. During the performance of this Agreement, CONSULTANT agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 CONSULTANT; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that such CONSULTANT is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

5.6. During the performance of this Agreement, the CONSULTANT agrees to:

1. Provide a drug-free workplace for the CONSULTANT's employees; and comply with the Federal Drug Free Workplace Act;

2. 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 CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that the CONSULTANT maintains a drug-free workplace; and
4. 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 any site at which the performance of work is done in connection with this contract awarded to the CONSULTANT, 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.

5.7. CONSULTANT acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement.

5.8. Except as noted in the Contract Documents, neither this Agreement, nor any part hereof, may be assigned or subcontracted by CONSULTANT to any other party without the express written permission of the COUNTY.

5.9. The CONSULTANT providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986; and Virginia Code §2.2-4311.1.
3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise

restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;

4. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
5. Complying fully with the Virginia Conflict of Interest Act.
6. The CONSULTANT is authorized to transact business in the Commonwealth pursuant to Section 2.2-4311.2 of the Code of Virginia.

5.10. In the event of a termination under section 6.1 of this Agreement, CONSULTANT acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed plus its settlement and close-out costs. Under no circumstances shall CONSULTANT, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONSULTANT of any and all sums already earned by CONSULTANT under the terms of Article 4 constitutes CONSULTANT's exclusive remedy for a termination hereunder.

5.11. CONSULTANT agrees that it shall keep confidential all photographs, digital imagery, reports, information, or data given to CONSULTANT by the COUNTY as well as any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the CONSULTANT under this Agreement. No release of any such data by the CONSULTANT shall be made to any individual or organization without the prior written approval of the COUNTY, which approval the COUNTY shall be under no obligation to grant. CONSULTANT further agrees that it shall fully obtain all rights and releases to photographs, digital imagery, reports, information, or data utilized in CONSULTANT's final report and/or digital photo library before submission of the report and library to the COUNTY.

5.12. CONSULTANT agrees to obtain a business license from the Spotsylvania County Commissioner of Revenue if required by the Code of Virginia (1950, as amended) and/or Spotsylvania County Code.

5.13. The CONSULTANT shall not employ any employee who is a registered sex offender

and shall enforce the same restriction upon all subcontractors and agents of CONSULTANT. Prior to starting work and quarterly during performance of the work, the CONSULTANT shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of CONSULTANT and sub-CONSULTANTs who are employed by the CONSULTANT or subcontractor. The CONSULTANT shall furnish the COUNTY with evidence verifying compliance with the services. Notwithstanding any other provision of this Agreement, materially false statements by the CONSULTANT about the sex offender status of its employees or agents shall be grounds for immediate termination of this Agreement.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF COUNTY:

6.1. The COUNTY may cancel this Agreement and project for any reason upon ten (10) days' written notice in compliance with the notice procedure set forth in Article 7, Section 7.1 to the parties named therein. Anything contained in the Agreement to the contrary notwithstanding, a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed or failed to be performed when it should have been by the CONSULTANT. In either case, the COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such damages claimed by the COUNTY.

6.2. In case of default by the CONSULTANT for failure to deliver or perform in accordance with the Contract specifications or terms and conditions, the COUNTY may procure the articles or services from other sources and hold the defaulting CONSULTANT responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulted CONSULTANT requiring payment for additional costs. When repayment is requested, the CONSULTANT will be removed from future bidding until the repayment has occurred. Provided further, that the COUNTY reserves the right to debar CONSULTANT from doing further business with the COUNTY. Failure of a CONSULTANT's source to deliver is not considered to be an unavoidable cause. The burden of proof rests with the CONSULTANT.

6.3. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to

bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a CONSULTANT to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONSULTANT is a faith-based organization, then CONSULTANT shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

ARTICLE 7

MISCELLANEOUS:

7.1. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

1. For COUNTY:

Edward Petrovitch
Spotsylvania County Administrator
P.O. Box 99
Spotsylvania, VA 22553

With a copy to:

Spotsylvania County Attorney
P.O. Box 308
Spotsylvania, VA 22553

2. For CONSULTANT:
Sogol Gremi, Principal
CDM Smith Inc.
10560 Arrowhead Drive, Suite 500
Fairfax, VA 22303

The parties may amend such addresses by written notice to the opposite party at the given address.

7.2. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

7.3. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

7.4. The CONSULTANT certifies that:

1. The bid or offer (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) was in all respects fair and without collusion or fraud, and (3) was or was intended to be competitive and free from any collusion with any person, firm or corporation;
2. The CONSULTANT did not offer or receive any kickback from any other bidder or CONSULTANT, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any

payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

3. The CONSULTANT is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;
4. The CONSULTANT understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of these provisions; and
5. The CONSULTANT or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

7.5. CONSULTANT warrants to COUNTY that:

1. The work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth;
2. Any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
3. The CONSULTANT's work performed shall meet all of the requirements set forth in this Agreement.

7.6. Any reports, studies, photographs, negatives, or other documents prepared by CONSULTANT in the performance of its obligations under this Agreement shall be remitted to the COUNTY by the CONSULTANT upon completion, termination or cancellation of this Agreement. CONSULTANT shall not use, willingly allow or cause to have such materials used for any purpose other than performance of CONSULTANT's obligations under this Agreement without the prior written consent of the COUNTY. The COUNTY shall own the intellectual

property rights to all materials produced under this Agreement.

7.7. Any failure of the COUNTY to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY of the right to insist upon strict compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7.8. The bankruptcy, takeover or merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of CONSULTANT, or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Agreement, and to perform or supply items in accordance with the specifications or descriptions contained herein. Should such newly formed organization, corporation or legal entity fail to fulfill all the terms and conditions of this Agreement or fail to perform or supply items in accordance with the specifications or descriptions contained herein to the satisfaction of the COUNTY, the COUNTY shall have the right unilaterally to terminate this Agreement and/or to pursue any remedy for damages and otherwise which is available at law and in equity. The COUNTY reserves the right to enforce any subcontract directly against the subcontractor, CONSULTANT or any newly formed organization, corporation or legal entity. Failure of any subcontractor to perform shall not relieve CONSULTANT of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.

7.9. CONSULTANT and COUNTY agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

7.10. Contractual claims and disputes shall be conducted pursuant to Section 4-7 of the current Spotsylvania County Procurement Policy.

7.11. Article and Paragraph headings are inserted for convenience only and are not a part of this Agreement.

ARTICLE 8

SPECIAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED TRANSACTIONS:

If goods and/or services identified herein are or intend to be funded in whole or in part by the Federal Government, this contract is subject to the requirements of 2 C.F.R. §§200.216, 2 C.F.R.

§§200.317 – 200.327 and 2. C.F.R. Part 200, Appendix II where applicable. The CONSULTANT, vendor, or supplier (“CONSULTANT”) is responsible for ensuring its compliance with all applicable Federal requirements. The following contract clauses shall be included as part of the contract. These Special Terms and Conditions are in addition to any other stated Terms and Conditions in the solicitation documents:

SUSPENSION AND DEBARMENT	
Authorizing Legislation	Executive Order 12549 (1986), Executive Order 12689 (1989), 2 C.F.R. Part 3000)
Required Contracts	All Contracts

- A. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONSULTANT is required to verify that neither the CONSULTANT, nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- D. The CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its respective lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT	
Authorizing Legislation	31 U.S.C. 1352, 45 C.F.R., Part 18, Appendix A
Required Contracts	All Contracts

- A. CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. The certificate entitled Certification Regarding Lobbying (See "Appendix B" hereto) must be completed and returned with this Agreement.

PROCUREMENT OF COVERED MATERIALS	
Authorizing Legislation	42 U.S.C. § 6962, Section 6002 of the Solid Waste Disposal Act
Required Contracts	All Contracts Over \$10,000

- A. In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- C. The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

TERMINATION FOR CAUSE/CONVENIENCE	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II (B)
Required Contracts	All Contracts

See Spotsylvania County Purchase Order Terms and Conditions,
<https://www.spotsylvania.va.us/DocumentCenter/View/574/Purchase-Order-Terms-and-Conditions-PDF>

ACCESS TO RECORDS	
Authorizing Legislation	DHS Standard Terms and Conditions v.3.0 (2013)
Required Contracts	All Contracts

The following access to records requirements apply to this contract:

- A. The CONSULTANT agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	
Authorizing Legislation	29 C.F.R. 5.5(b)
Required Contracts	All Contracts Over \$100,000 Utilizing Mechanics or Laborers (as defined in 40 U.S.C. §§ 3701)

- A. Overtime requirements. No CONSULTANT or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. Subcontracts. The CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT	
Authorizing Legislation	40 U.S.C. § 7401-7671(q), 33 U.S.C. § 1251-1387, 29 C.F.R. § 5.5(b)
Required Contracts	All Contracts Over \$150,000

A. Clean Air Act

1. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. CONSULTANT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency (EPA) Regional Office.
3. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. CONSULTANT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
3. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH	
Authorizing	2 C.F.R. Part 200, Appendix II(A)

Legislation	
Required Contracts	All Contracts Over \$250,000

Contractual claims and disputes shall be conducted and resolved pursuant to Section 4-7 of the current Spotsylvania County Procurement Policy.

<https://www.spotsylvania.va.us/DocumentCenter/View/579/Procurement-Policy-PDF>

COMPLIANCE WITH FEDERAL LAW REGULATIONS AND EXECUTIVE ORDERS	
Recommended Contracts	All Contracts

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The CONSULTANT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT	
Recommended Contracts	All Contracts

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUDULENT STATEMENTS OR RELATED ACTS	
Authorizing Legislation	31 U.S.C. §§ 3729-3733
Recommended Contracts	All Contracts

The CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

(Remainder of Page Intentionally Left Blank)

WITNESS the following signatures and seals in agreement with the above terms for Contract #21-31-TV, Professional Architectural and Engineering Services – Motts Run Water Treatment Plant Expansion and Rehabilitation Design:

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

CDM SMITH INC.

By:  _____ 09/20/2021
SOGOL GREMI Dated
PRINCIPAL

Approved as to form:

 9-22-21

COUNTY ATTORNEY Dated

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Contract Extension with BMS Direct, Inc. for Printing and Mailing Services

Type: Action

Agenda Title: Approval of Contract Extension with BMS Direct, Inc. for Printing and Mailing Services

Recommendation: Approve the award of a six (6) month contract extension with BMS Direct, Inc. for printing and mailing services for the Departments of Accounting, Treasurer and Utilities. The contract extension has been reviewed and approved as to form by the County Attorney's Office.

Summary: The initial contract with BMS Direct, Inc. was approved by the Board of Supervisors on September 13, 2016, and has been renewed yearly as approved by the Board, for the past four years. The contract extension with BMS Direct, Inc. will provide printing and mailing services for the Departments of Accounting, Treasurer and Utilities for printing of real estate and personal property tax bills, water and sewer utility billing to include mailing inserts. The County is requesting this six-month extension to allow time for new contracts to be in place, as is allowed by the County Procurement Policy.

Financial Impact: Adequate funding is budgeted and appropriated within the FY22 Budget for Accounting Department, Treasurer Department, Utilities Department for award of this contract for this purpose.

Staff Contacts: Larry Pritchett, Treasurer
Toni Vaughan, Procurement Division Administrator

Legal Counsel: Jessica DesNoyer, Assistant County Attorney

Additional Background/Other Considerations: This contract extension will provide printing and mailing services for water and sewer utility billing and real estate and personal property tax bills including any

inserts.

Consequence of Denial/Inaction:

Failure to approve this contract extension will not allow for outsourcing the required printing and mailing services for water and sewer utility billing and real estate and personal property tax bills and mailing inserts.

ATTACHMENTS:

File Name	Description	Type
BMS_Direct_Contract_Extension_-_for_novus.pdf	BMS Direct Contract Extension for Printing & Mailing Services	Contract

CONTRACT EXTENSION
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #16-15-DB

THIS CONTRACT EXTENSION TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _____, 2021 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and BMS DIRECT, INCORPORATED, a Virginia corporation, in good standing and duly licensed to transact business in Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB", ("AGREEMENT") dated September 14, 2016, to obtain printing and mailing services for Spotsylvania County; and

WHEREAS, the COUNTY and the CONTRACTOR entered into 'MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB', ("MODIFICATION #1") dated September 14, 2017, to extend the AGREEMENT for an additional one (1) year contract term; and

WHEREAS, the COUNTY and the CONTRACTOR entered into "MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB", ("MODIFICATION #2") dated August 15, 2018, to extend the AGREEMENT for an additional one (1) year contract term; and

WHEREAS, the COUNTY and the CONTRACTOR entered into "MODIFICATION #3 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB", ("MODIFICATION #3") dated August 14, 2019, to extend the AGREEMENT for an additional one (1) year contract term; and

WHEREAS, the COUNTY and the CONTRACTOR entered into “MODIFICATION #4 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB”, (“MODIFICATION #4”) dated August 26, 2020, to extend the AGREEMENT for an additional one (1) year contract term; and

WHEREAS, the COUNTY requires a continuation of these services until a new contract for these services is in place, in accordance with the Spotsylvania County Procurement Policy, Article 2, Section 2.9(f), updated and approved by the Board of Supervisors on December 8, 2020; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT by entering into this “CONTRACT EXTENSION TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB”.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.2., is hereby deleted in its entirety and replaced as follows:

2.2. This AGREEMENT shall have a term limit of no more than six (6) months, from September 14, 2021 through March 14, 2022.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The County agrees to pay fees at the rates contained in this provision of the Agreement, in accordance with any requirements and limitations specified:

Real Estate and Personal Property Billing

Set Up Fees:

Line Item	Description	Price
1	Initial Programming Setup fee	\$170.00/per form
2	Additional Programming (if needed) fee	\$85.00/per hr.
3	Proof of Concept fee	N/C
4	Selective Messaging Setup fee	\$50.00/per run
5	Selective Insert Setup fee	\$50.00/per run
6	Additional Insert Setup fee	\$50.00/per run

Services & Materials:

Bill Statements:

Paper Customer Statement: Duplex, 2 color on face, no color on back, 8.5 X 11 white stock w/3.5 perforation at bottom. Bill remittance at bottom of statement with scan line font (OCR A Extended). Scan line must be compatible with the County's payment processor.

Processing, folding, inserting, presorting

Outgoing envelope: #10 USPS recommended single window with security tint

Remittance envelope: #9 USPS recommended envelope in white with security tint

Postage (Cass certified and sorted to Carrier Route) Delivery to USPS facility

Line Item	Description	Price
1	Process, Print & Mail Bill/Form	\$0.1393/ea.
2	Process, Print & Mail Bill/Form with 2/3 sheet insert b&w	\$0.1705/ea.
3	Delivery to Lynchburg Post Office (per job)	\$30.00/flat
4	PDF Files on CD of Mailing (per job)	\$66.82/flat
5	Printing tax bill without return and carrier envelopes	\$0.0857/ea.

Additional Services:

Line Item	Description	Price
1	Duplex 8 ½ x 11 – Black Font on White Paper w/folding	\$0.0642/ea.
2	Duplex 1/3 sheet – Black Font Colored Paper	\$0.0427/ea.
3	Duplex 8 ½ x 11 – Red Font on White Paper	\$0.1043/ea.
4	Inserting of additional insert	\$0.0072/ea.
5	8 ½ x 11 client supplied insert folding (as needed)	\$0.01/ea.

In House Stock: Inventory billed upfront to Spotsylvania and stored at BMS

Line Item	Description	Price
1	#10 White SLW Envelope (Qty. 50,000)	\$0.02251/ea.
2	#9 White Return Envelope - P O Box 9000 (Qty. 50,000)	\$0.02251/ea.
3	#10 White SLW – Legal Notice Envelope (Qty. 45,000)	\$0.02251/ea.
4	#9 White Return Envelope - P O Box 100 (Qty. 25,000)	\$0.02251/ea.
5	#10 Standard Envelope (Qty. 10,000)	\$0.02251/ea.

Water and Sewer Utility Billing:

Set Up Fees:

Line Item	Description	Price
1	Initial Programming Setup fee (current setup)	N/C
2	Additional Programming (if needed) fee	\$85.00/per hr.
3	Proof of Concept fee	N/C
4	Selective Messaging Setup fee	\$50.00/per run
5	Selective Insert Setup fee	\$50.00/per run
6	Additional Insert Setup fee	\$50.00/per run

Services & Materials:

Bill Statements:

Paper Customer Statement: Duplex, black ink on face, black ink on back, 8.5 X 11 white stock w/3.5 perforation at bottom. Bill remittance at bottom of statement with scan line font (OCR A Extended).

Processing, folding, inserting, presorting

Outgoing envelope: #10 Generic double window envelope with security tint

Remittance envelope: #9 Generic single window envelope in white with security tint

Postage (Cass certified and sorted to Carrier Route) Delivery to USPS facility

Line Item	Description	Price
1	Process, Print & Mail Bill/Form	\$0.1232/ea.
2	Process, Print & Mail Cutoff Notice (pink paper)	\$0.1264/ea.
3	Delivery to Lynchburg Post Office (per job)	\$30.00/flat
4	PDF Files on CD of Mailing (per job)	\$66.82/flat

Additional Services:

Line Item	Description	Price
1	Duplex 8 ½ x 11 – Black Font on White Paper w/folding	\$0.0642/ea.
2	Duplex 1/3 sheet – Black Font Colored Paper	\$0.0427/ea.
3	Duplex 8 ½ x 11 – Red Font on White Paper	\$0.1043/ea.
4	Inserting of additional insert	\$0.0072/ea.
5	8 ½ x 11 client supplied insert folding (as needed)	\$0.01/ea.

billztrack® Electronic Bill Presentment and Archival System – Optional

BMS provides electronic billing (e-billing) via our Billztrack system. Billztrack provides web based access for clients and their customers on a 24x7 basis. Citizens will have the ability to opt-in to e-billing online using the County's website. The County will have the ability to opt-in any account that notifies the County of their e-billing preference. For citizens that choose to opt-in offline, the County will need to flag the account in a predetermined field or have a unique identifier and include the email address for processing. Accounts that opt-in for e-billing will be pulled from the mailing file. The e-bill will be provided in a PDF format. BMS also has available the listing of any email addresses that bounce-back as undeliverable.

BMS INTERGRATED ELECTRONIC DOCUMENT DISTRIBUTION PRICING:

Implementation & Programming setup: \$250.00 one-time fee
 Billztrack – Programming to establish up to 8
 Authorized/Authenticated Users access to utilize
 the functionality of the Billztrack web portal.

Email Distribution Services: \$0.15 per email
 Outbound email Notification
 (Exact replica of bill mailed in PDF format provided)

Billztrack Data Storages:
 Archival and retrieval of PDF images \$1,000.00 per year
 (12 month bill storage)

Connection Access Fee: \$250.00 per year

Custom Programming (as needed): \$90.00 per hour

Additional storage: \$0.0015 per image/mo.
 (Applies after 1st 12 months)

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties by agreement hereto have caused Contract Extension to Spotsylvania County Contract Agreement for Goods and Services Contract #16-15-DB to be duly executed by their duly authorized officials, made as of the date first written above, and effective September 14, 2021.

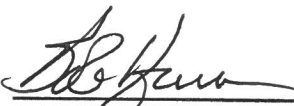
SPOTSYLVANIA COUNTY, VIRGINIA

By:

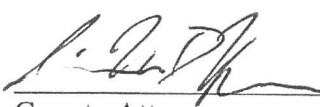
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

BMS DIRECT, INCORPORATED

By:

 9-2-21
~~TOM LAWRENCE~~ Bob Hansen Dated
VICE PRESIDENT
SALES & MARKETING

Approved as to Form:

 9/30/21
Asst County Attorney Dated

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Contract Extension to Mary Washington Healthcare Physicians

Type: Action

Agenda Title: Approval of Contract Extension to Mary Washington Healthcare Physicians for Medical Services

Recommendation: Approve the award of a six (6) month contract extension with Mary Washington Healthcare Physicians for medical examination and evaluation services for various County departments. The contract extension has been reviewed and approved as to form by the County Attorney's Office.

Summary: The initial contract with Mary Washington Healthcare Physicians was approved by the Board of Supervisors on September 28, 2016, and has been renewed yearly as approved by the Board, for the past four years. The contract with Mary Washington Healthcare Physicians will provide medical services for various County departments. The County is requesting this six-month extension to allow time for new contracts to be in place, as is allowed by the County Procurement Policy.

Financial Impact: Adequate Funding is budgeted and appropriated within the FY22 Budgets for various County departments/offices.

Staff Contacts: Laurie Newman, Chief Human Resource Officer
Toni Vaughan, Procurement Division Administrator

Legal Counsel: Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations: The contract extension will provide pre-employment, annual and other medical evaluations that are required for certain position classifications in the Departments of Fire, Rescue and Emergency Management, Sheriff's Office, Utilities, Parks & Recreation,

General Services, among other County departments/offices.

Consequence of Denial/Inaction:

Services will not be covered under a contract which could ultimately lead to increased costs and the unavailability of these necessary and required services.

ATTACHMENTS:

File Name	Description	Type
Mary_Washington_Healthcare_Physicians_-_Contract_Extension.pdf	Mary Washington Healthcare Physicians - Contract Extension	Contract

CONTRACT EXTENSION
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR
PROFESSIONAL SERVICES
CONTRACT #16-21-DB

THIS CONTRACT EXTENSION TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES is made as of _____, 2021 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and MARY WASHINGTON HEALTHCARE PHYSICIANS, a Virginia Corporation, in good standing and duly licensed to do business in the Commonwealth of Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES Contract #16-21-DB" ("AGREEMENT") dated September 28, 2016, to provide medical examination and evaluation services for various departments in Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently renewed by "Modification #1 to Spotsylvania County Contract Agreement for Professional Services, Contract #16-21-DB" ("MODIFIED AGREEMENT 1") dated and executed on September 13, 2017, and renewed by "Modification #2 to Spotsylvania County Contract Agreement for Professional Services, Contract #16-21-DB" ("MODIFIED AGREEMENT 2") dated and executed on September 12, 2018, and renewed by "Modification #3 to Spotsylvania County Contract Agreement for Professional Services, Contract #16-21-DB" ("MODIFIED AGREEMENT 3") dated and executed on September 10, 2019, and renewed by "Modification #4 to Spotsylvania County Contract Agreement for Professional Services, Contract #16-21-DB" ("MODIFIED AGREEMENT 4") dated and executed on August 26, 2020; and

WHEREAS, the COUNTY requires a continuation of these services until a new contract for these services is in place, in accordance with the Spotsylvania County Procurement Policy, Article 2, Section 2.9(f), updated and approved by the Board of Supervisors on December 8, 2020; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT and MODIFIED AGREEMENTS further by entering into this "Contract Extension to Spotsylvania County Contract Agreement for Professional Services, Contract #16-21-DB".

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. SECTION 2.2, OF ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, is hereby deleted in its entirety and replaced as follows:

2.2. This Agreement shall have a term limit of no more than six (6) months, from September 28, 2021 through March 28, 2022.

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused Contract Extension to Spotsylvania County Contract Agreement for Professional Services, Contract #16-21-DB, to be duly executed by their duly authorized officials as of the date first written above, and effective September 28, 2021.

SPOTSYLVANIA COUNTY, VIRGINIA

By: _____
EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

MARY WASHINGTON HEALTHCARE PHYSICIANS

By:  _____
DR. CHRISTOPHER NEWMAN Dated
CHAIRMAN

Approved as to form:

 
COUNTY ATTORNEY Dated

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Contract Modification #1 for Renewal to Anthem Health Plans of Virginia, Inc. to Provide Group Health and Prescription Insurance Program to include Dental, Vision and EAP

Type: Action

Agenda Title: Approval of Contract Modification #1 for Renewal to Anthem Health Plans of Virginia, Inc. to Provide Group Health and Prescription Insurance Program to include Dental, Vision and EAP

Recommendation: Approve contract modification #1 for renewal to Anthem Health Plans of Virginia, Inc. to provide a group health and prescription insurance program to include dental, vision and EAP for Spotsylvania County and Spotsylvania County Schools. The contract modification has been reviewed and approved as to form by the County Attorney's Office.

Summary: The initial contract with Anthem Health Plans of Virginia, Inc. was approved by the Board of Supervisors on June 23, 2020. This is the first renewal year and the contract may be renewed for three (3) additional one (1) year terms at the option of the County.

Financial Impact: The FY 2022 Adopted Budget included funding within each Department for the County's estimated share of Health Insurance coverage. Given the County's claims history and insurance reserve balances, health insurance rates will remain the same in FY 2022.

Staff Contacts: Laurie Newman, Chief Human Resources Officer; Bonnie Jewell, Assistant County Administrator for Finance and Services; Beckie Forry, Director/Chief Accounting Officer; Toni Vaughan, Procurement Division Administrator

Legal Counsel: Will Moore, Senior Assistant County Attorney

Additional Background/Other Considerations:

The County's insurance plan year occurs annually from October 1 through September 30. The County and Schools have separate contracts with Anthem Health Plans of Virginia, Inc.

Consequence of Denial/Inaction:

Health and Prescription Insurance will not be provided to the County staff and retirees, which would greatly hamper our retention and recruitment efforts.

ATTACHMENTS:

File Name	Description	Type
Modification_#1_-_Anthem_-_for_BOS.pdf	Contract Mod #1 - Anthem	Contract

MODIFICATION #1
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GROUP HEALTH AND PRESCRIPTION INSURANCE PROGRAM
TO INCLUDE DENTAL, VISION AND EAP
Contract #20-10-TV

THIS MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GROUP HEALTH AND PRESCRIPTION INSURANCE PROGRAM TO INCLUDE DENTAL, VISION AND EAP is made as of _____, 2021 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and ANTHEM HEALTH PLANS OF VIRGINIA, INC., a Virginia corporation, ("CONTRACTOR"), in good standing and duly licensed to transact business in the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GROUP HEALTH AND PRESCRIPTION INSURANCE PROGRAM TO INCLUDE DENTAL, VISION AND EAP Contract #20-10-TV" ("AGREEMENT") dated June 24, 2020, to obtain a group health and prescription insurance program to include dental, vision and EAP for Spotsylvania County; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2 of the initial contract dated June 24, 2020; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Group Health and Prescription Program to include Dental, Vision and EAP Contract #20-10-TV".

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.2., is hereby deleted in its entirety and replaced as follows:

2.2. This Agreement shall have a term limit of one (1) year effective from October 1, 2021 through September 30, 2022 and may be renewable for three (3) additional one (1) year terms at the option of Spotsylvania County.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The COUNTY agrees to pay fees according to rates and charges delineated in the letter submitted to Toni Vaughan, Procurement Division Administrator, by Jeff Hartman with Anthem Health Plans of Virginia, Inc., dated September 21, 2021 confirming benefits, rates and costs for the contract year beginning October 1, 2021 and ending on September 30, 2022.

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Group Health and Prescription Program to include Dental, Vision and EAP Contract #20-10-TV to be duly executed by their duly authorized officials as of the date first written above, and effective October 1, 2021.

SPOTSYLVANIA COUNTY, VIRGINIA

By: EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

ANTHEM HEALTH PLANS OF VIRGINIA, INC.

By: Jeff Ricketts 9/24/2021
JEFF RICKETTS Dated
PRESIDENT & GENERAL MANAGER-VIRGINIA

Approved as to Form:

[Signature] 9-24-21
County Attorney Dated

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Contract Modification #1 for Renewal to Brown & Brown Insurance Agency of Virginia, Inc. for Property, Liability, Accident and Disability Insurance Services for FREM Volunteer Personnel

Type: Action

Agenda Title: Approval of Contract Modification #1 for Renewal to Brown & Brown Insurance Agency of Virginia, Inc. for Property, Liability, Accident and Disability Insurance Services for FREM Volunteer Personnel

Recommendation: Approval of contract modification #1 for renewal to Brown & Brown Insurance Agency of Virginia, Inc. for Property, Liability, and Supplemental Accident and Disability Insurance Services for FREM Volunteer Personnel. The contract modification has been reviewed and approved as to form by the County Attorney's Office.

Summary: The initial contract with Brown & Brown Insurance Agency of Virginia, Inc. was approved by the Board of Supervisors on September 22, 2020. This is the first renewal year and the contract may be renewed for five (5) additional one (1) year terms at the option of the County. The annual premium for these insurance services is \$180,191.00.

Financial Impact: Adequate funding is budgeted and appropriated within the 110-3240-422.53-05 Motor Vehicle Insurance budget code and in the 110-3240-422.53-08 General Liability Insurance budget code for award of this contract for this purpose.

Staff Contacts: Jay Cullinan, Chief, FREM; Toni Vaughan, Procurement Division Administrator

Legal Counsel: Will Moore, Senior Assistant County Attorney

Failure to approve this contract will result in the FREM volunteer personnel having no coverage for

Consequence of Denial/Inaction:

Property, Liability, and Supplemental Accident and Disability Insurance Services as the current coverage will expire on October 1, 2021.

ATTACHMENTS:

File Name	Description	Type
Modification_#1_-_Brown__Brown_Insurance_-_for_BOS.pdf	Contract Mod #1 Brown & Brown	Contract

MODIFICATION #1 TO
SPOTSYLVANIA COUNTY CONTRACT
AGREEMENT
FOR PROPERTY, LIABILITY, ACCIDENT AND DISABILITY INSURANCE
SERVICES Contract #20-22-TV

THIS MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROPERTY, LIABILITY, ACCIDENT AND DISABILITY INSURANCE SERVICES is made as _____, of 2021 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and BROWN & BROWN INSURANCE AGENCY OF VIRGINIA, INC., a Virginia corporation, ("CONTRACTOR"), in good standing and duly licensed to transact business in the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROPERTY, LIABILITY, ACCIDENT AND DISABILITY INSURANCE SERVICES Contract #20-22-TV" ("AGREEMENT") dated September 23, 2020, to obtain property, liability, accident and disability insurance services for Spotsylvania County; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2 of the initial contract dated September 23, 2020; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #1 to Spotsylvania County Contract Agreement for Property, Liability, Accident and Disability Insurance Services, Contract #20-22-TV".

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.2., is hereby deleted in its entirety and replaced as follows:

2.2. This Agreement shall have a term limit of one (1) year effective from October 1 , 2021 through September 30, 2022 and may be renewable for five (5) additional one (1) year terms at the option of Spotsylvania County.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4. 2., is hereby deleted in its entirety and replaced as follows:

4.2. The COUNTY agrees to pay an annual premium of One Hundred Eighty Thousand One Hundred Ninety-One Dollars (\$180,191.00) for property, liability, accident and disability insurance services, as identified in the Insurance Proposal prepared for Spotsylvania County Fire & Rescue by Brown & Brown Insurance Agency of Virginia, Inc., dated September 17, 2021 for the policy term from 10/1/2021 — 10/1/2022.

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused Modification #1 to Spotsylvania County Contract Agreement for Property, Liability, Accident and Disability Insurance Services, Contract #20-22-TV to be duly executed by their duly authorized officials as of the date first written above, and effective October 1, 2021.

SPOTSYLVANIA COUNTY, VIRGINIA

EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

DocuSigned by:

BROWN & BROWN INSURANCE AGENCY OF VIRGINIA, INC.

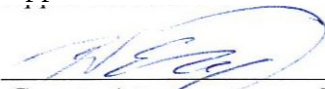
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WILLIAM STRACHAN Dated PRESIDENT

Approved as to Form:

 9-24-21
County Attorney Dated

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of the FY 2023 Budget Calendar

Type: Action

Agenda Title: Approval of the FY 2023 Budget Calendar

Recommendation: Staff recommends that the Board approve the attached calendar for the FY 2023 Budget development and adoption process.

Summary: Staff requests the Board's approval of the attached proposed FY 2023 Budget calendar. Adoption of a budget calendar provides a framework within which staff can reasonably expect to plan its work for the upcoming budget process. Additionally, adoption of the calendar establishes certain dates that can be communicated to encourage public participation in development of the budget.

The budget process was kicked off with departments on September 17. The CIP development will run concurrently with the budget development process for FY 2023 with additional and earlier opportunities for Board members to ask questions about projects and provide input.

Please note that we have planned the calendar to ensure we meet the 30-day advertisement period that occurs during a reassessment year and have planned around the Schools' Spring Break (March 14-18). The date of the budget, tax rate, and CIP public hearings is planned for Thursday, March 31 at Courtland High School. Please also note that all dates pertaining to the Schools' budget are tentative at this time because the School Board has not yet finalized its calendar.

Financial Impact: None

Staff Contacts: Bonnie Jewell, Assistant County Administrator for

Finance & Services; and Julie Elliott, Budget Manager

Additional Background/Other Considerations:

Budget dates for the Schools have not yet been finalized and are tentative pending the School Board's approval of its FY 2023 Budget calendar.

Consequence of Denial/Inaction:

If the budget calendar is not approved, the Board will need to decide at a later date how to handle the scheduling of necessary budget work sessions and the required public hearing.

ATTACHMENTS:

File Name	Description	Type
FY_2023_Budget_calendar.pdf	FY 2023 Budget Calendar	Calendar

FY 2023 BUDGET CALENDAR

Fri	September 9	CIP development process kickoff
Fri	September 17	Budget kickoff with departments
Tues	September 28	<u>Board Meeting:</u> Approval of FY 2023 Budget Calendar
Thurs	September 30	Technology and facility maintenance requests due from departments
Fri	October 1	Personnel lists due from departments
Fri	October 15	CIP requests due from departments/project managers
Fri	October 15	Base budget submissions, vehicle replacements, travel/training and prioritized initiatives due from departments
Fri	October 29	Regional Agency funding application requests due via eCimpact
Fri	November 12	Schools' draft CIP due to County Budget staff
Wed	December 8	Preliminary Budget meeting with County Administrator
Mon-Thurs	December 13 – December 16	Staff's budget meetings with County Administrator
Fri	December 17	Final budget decisions from County Administrator
Mon	January 10	Superintendent presents Proposed FY 2023 Budget to School Board (<i>Tentative</i>)
Fri	January 28	FY 2023 Recommended Budget document to the printer
Mon	February 7	School Board Approves FY 2023 Budget (<i>Tentative</i>)
Tues	February 8	<u>Board Meeting: Budget Work Session:</u> County Administrator's FY 2023 Recommended Budget presented to BOS
Tues	February 15*	<u>Board Meeting: Budget Work Session:</u> Presentation of School Board's Approved Budget to BOS
Tues	February 22	<u>Board Meeting: Budget Work Session:</u> CBRC presentation; Department Directors/Constitutional Officers; Tax rate advertisement decision
Tues	March 1	Tax Rate/Reassessment public hearing advertisement in FLS
Tues	March 8	<u>Board Meeting: Budget Work Session:</u> Budget/CIP
Tues	March 22	<u>Board Meeting: Budget Work Session:</u> Budget/CIP (<i>Tentative</i>)
Tues	March 22	Public Hearing advertisement in FLS – Budget/tax rate & CIP
Thurs	March 31*	Budget, tax rate and CIP public hearings @ Courtland High School
Tues	April 5*	<u>Board Meeting: Budget Work Session:</u> Budget/CIP
Thurs	April 7*	<u>Board Meeting: Budget Work Session:</u> Budget/Approve CIP Earliest date for legal adoption of the budget based on the March 31 st public hearing
Tues	April 12	<u>Board Meeting: Budget Work Session:</u> Adopt FY 2023 Budget and 2021 tax rates

* Non-regular BOS meeting date

This calendar takes into account the following:

- ✓ CBRC's bylaws require report to occur "as soon as possible, but no later than the Board meeting where the tax rate advertisement determination is made."
- ✓ Tax rate/reassessment ad must be advertised 30 days prior to the public hearing on tax rates.
- ✓ The Schools' spring break (March 14th – March 18th) does not impact the FY 2023 budget process.

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Partnership Intermediary Agreement (PIA) with Naval Surface Warfare Center, Dahlgren Division

Agenda Title: Approval of Partnership Intermediary Agreement (PIA) with Naval Surface Warfare Center, Dahlgren Division

Recommendation: Approve agreement.

Summary: NSWCDD is a Federal Laboratory whose vision is to be the Department of the Navy's leading warfare system architect and system engineer delivering innovative, affordable, and effective solutions for the Navy and in support of joint and national initiatives. Its mission is to provide research, development, test and evaluation, analysis, systems engineering, integration, and certification of complex naval warfare systems. The technology transfer program at NSWCDD brings laboratories, facilities, and technical experts into partnership with private businesses, academia, scientific establishments, and State and local governments for the purpose of making available Navy-developed technology to support business and industry, create jobs, solve local and regional problems, increase productivity, and strengthen the U.S. economy.

The plan is to provide a path to further Spotsylvania's economic development on innovative and creative thinking, and allow greater connectivity between the public and private sectors to create new employment opportunities for citizens.

Financial Impact: No immediate financial impact.

Staff Contacts: Mark L. Cole, Deputy County Administrator

Legal Counsel: William E. Moore Jr. Senior Assistant County Attorney

Consequence of Denial/Inaction:

NSWCDD may not share information regarding potential economic development opportunities with Spotsylvania County.

ATTACHMENTS:

File Name	Description	Type
PIA-NSWCDD-21-005_SPOTSY-_Agreement.pdf	PIA Agreement	Agreement

PARTNERSHIP INTERMEDIARY AGREEMENT (PIA)
BETWEEN
NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION (NSWCDD)
AND
SPOTSYLVANIA COUNTY, VIRGINIA (SPOTSY)

AGREEMENT NUMBER: PIA-NSWCDD-21-005

AGREEMENT POINTS OF CONTACT:

NSWCDD

Agreement Administrator: Beverly Cusworth, 00T, 540-653-3322,
beverly.cusworth@navy.mil

Technology Transfer ORTA: Celia Williams, 00T, 540-653-1417, celia.williams@navy.mil

Legal Counsel: Oscar A. Towler III, 00L, 540-653-4029, oscar.towler@navy.mil

Technical Point of Contact: Kyle B. Lackinger, 00T, 540-653-9319,
kyle.lackinger@navy.mil

SPOTSY

Preferred Contact: Mark Cole, 540-507-7010, MCole@Spotsylvania.va.us

Legal Counsel: Karl Holsten, 540-507-7020, 540-507-7020

TABLE OF CONTENTS

PREAMBLE

Article 1. DEFINITIONS

- 1.1 “Agreement”
- 1.2 “Data”
- 1.3 “Federal Laboratory”
- 1.4 “Government”
- 1.5 “Invention”
- 1.6 “License Agreement”
- 1.7 “Proprietary Information”
- 1.8 “Controlled Unclassified Information”

Article 2. PARTIES

Article 3. BACKGROUND AND PURPOSE

Article 4. DESIGNATED REPRESENTATIVES

Article 5. AGREEMENT ACTIVITIES

- 5.1 General
- 5.2 Licensing NSWCDD Inventions
- 5.3 Submission of Research Proposals to NSWCDD
- 5.4 NSWCDD Support for Outside Activities
- 5.5 Technology Marketing Programs and Showcases
- 5.6 Small Business and Educational Institution Technology and Capabilities

Article 6. FUNDING

Article 7. INTELLECTUAL PROPERTY

Article 8. PROPRIETARY OR CONTROLLED UNCLASSIFIED INFORMATION

Article 9. GENERAL PROVISIONS

- 9.1 Relationship of the Parties
- 9.2 Security
- 9.3 Export Control
- 9.4 Liability
 - 9.4.1 Government Liability
 - 9.4.2 [PARTNERSHIP INTERMEDIARY ACRONYM] Liability
 - 9.4.3 *Force Majeure*
- 9.5 Savings Provision

- 9.6 Applicable Law
- 9.7 Termination of the Agreement
 - 9.7.1 Termination by Mutual Consent
 - 9.7.2 Unilateral Termination
 - 9.7.3 Survivability
- 9.8 Duration of the Agreement
- 9.9 Tangible Property
- 9.10 Titles and Headings
- 9.11 Agreement Not an Exclusive Agreement
- 9.12 Entire Agreement
- 9.13 Reports
 - 9.13.1 Annual Report
 - 9.13.2 Final Report
- 9.14 Disputes
- 9.15 Waivers
- 9.16 Amendments
- 9.17 Use of Names or Endorsements
- 9.18 Notices

Article 10. PUBLICATIONS

- 10.1 Publication of Results
- 10.2 Governmental Use
- 10.3 Disclaimer

Article 11. EFFECTIVE DATE

Article 12. SIGNATURES

PARTNERSHIP INTERMEDIARY AGREEMENT (PIA)
BETWEEN
NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION (NSWCDD)
AND
SPOTSYLVANIA COUNTY, VIRGINIA (SPOTSY)

PREAMBLE

Under authority of the U.S. Federal Technology Transfer Act of 1986 (Public Law 99-502, 20 October 1986, as amended), (hereinafter referred to 15 U.S.C. § 3715) Naval Surface Warfare Center, Dahlgren Division (hereinafter NSWCDD), located at 6149 Welsh Road, Suite 203, Dahlgren, VA 22448-5130, and Spotsylvania County, Virginia (hereinafter SPOTSY), whose offices are located at 9104 Courthouse Road, Spotsylvania, VA 22553, (hereinafter referred to individually as a “Party” or collectively as the “Parties”) enter into this Partnership Intermediary Agreement (PIA), which shall be binding upon the Parties according to the clauses and conditions hereof and for the term and duration set forth.

The Parties agree as follows:

Article 1. DEFINITIONS

1.1. The term “Agreement” as used herein shall mean a PIA as authorized by 15 U.S.C. § 3715 for performance of partnership intermediary services. This Agreement is neither a procurement contract subject to the Federal Acquisition Regulation, nor a support agreement subject to the DoD Grant and Agreement Regulations.

1.2. The term "Data" means recorded information of any kind regardless of the form or method of recording.

1.3. The term "Federal Laboratory" means any organization defined in 15 U.S.C. § 3703(6), as amended.

1.4. The term “Government” refers to the United States Government.

1.5. The term "Invention" means any discovery or invention that is or may be patentable or otherwise protected under 35 U.S.C., or any novel variety of plant that is or may be patentable under the Plant Variety Act (15 U.S.C. § 3703(9)).

1.6. The term “License Agreement” shall mean an agreement to license a Federally-owned invention under 35 U.S.C. § 207-11 and 37 C.F.R. Part 404.

1.7. The term "Proprietary Information" shall mean information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged, and confidential information provided that such confidential information: is not known or available from other sources without obligations concerning its confidentiality; has not been made available by the owners to others without obligation concerning its confidentiality; is not already available to the Government without obligation concerning its confidentiality; or has not been developed independently by persons who have had no access to the information.

1.8 "Controlled Unclassified Information (CUI)" means official Information that requires the application of controls and protective measures in accordance with national laws, policies, and regulations and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. This includes unclassified information when disclosure to the public of that particular record, or portion thereof, would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA).

Article 2. PARTIES

2.1. NSWCDD is a Federal Laboratory whose vision is to be the Department of the Navy's leading warfare system architect and system engineer recognized as the technical leader in delivering innovative, affordable, and effective solutions for the Navy and in support of joint and national initiatives. Its mission is to provide research, development, test and evaluation, analysis, systems engineering, integration, and certification of complex naval warfare systems related to surface warfare, strategic systems, combat and weapons systems associated with surface warfare and provide system integration and certification for weapons, combat systems, and warfare systems. NSWCDD strives to ensure operational readiness of U.S. and Allied forces by providing cradle-to-grave support for its technical products over an enormous range of scientific areas related to surface and undersea platforms. The robust technology transfer program at NSWCDD brings our laboratories, facilities, and technical experts into partnership with private businesses, academia, scientific establishments, and State and local governments for the purpose of increasing the likelihood of making available Navy-developed technology to support business and industry, create jobs, solve local and regional problems, increase productivity, and strengthen the U.S. economy. It is the policy of NSWCDD to promote domestic technology transfer throughout NSWCDD to ensure improvements to the economic, environmental, and social well-being of the United States and its citizens by entering into technology transfer agreements when it is in the public interest to provide the product, perform the service, or establish the collaboration; it is in the best interest of the Navy; and the work to be performed is within NSWCDD's assigned mission, core equities, or technical areas involving surface naval warfare systems.

2.2. SPOTSY is a county in the Commonwealth of Virginia which works to promote economic development through the provision of a large and diverse workforce, a dynamic commercial and retail industrial base, lower average operating costs relative to other counties within the Commonwealth, and its proximity to Washington D.C. and Richmond, Virginia. The plan is to provide a path to further SPOTSY's economic stronghold on innovative and creative thinking, and

allow greater connectivity between the public and private sectors to champion new products and create new employment opportunities for citizens.

Article 3. BACKGROUND AND PURPOSE

3.1. 15 U.S.C. § 3715 (Use of Partnership Intermediaries) specifically authorizes the Director of a Federal Laboratory to enter into memoranda of understanding and contracts with State and local governmental agencies and nonprofit entities owned, chartered, funded, or operated by or on behalf of a State or local government to perform partnership intermediary services that increase the likelihood of success in the conduct of cooperative or joint activities with small business firms and educational institutions that need or can make demonstrably productive use of technology-related assistance from a Federal Laboratory. These services include the promotion of cooperative or joint activities with small business firms and educational institutions that need or can make demonstrably productive use of technology-related assistance from Federal Laboratories.

3.2. The purpose of this Agreement is to promote cooperative activities between NSWCDD and small business firms and educational institutions served by SPOTSY. The services to be provided by SPOTSY as hereinafter described are intended to improve the business base of the Commonwealth of Virginia.

Article 4. DESIGNATED REPRESENTATIVES

4.1. The NSWCDD designated representative responsible for coordination of activities under this Agreement is Kyle B. Lackinger, Director, Collaborative Innovation & Academic Engagement, or his successor. NSWCDD's representative will coordinate directly with the designated SPOTSY representative.

4.2. The SPOTSY designated representative responsible for coordination of activities under this Agreement is Mark Cole, Deputy County Administrator, or his successor. SPOTSY's representative will coordinate directly with the designated NSWCDD representative.

Article 5. AGREEMENT ACTIVITIES

5.1 General. To accomplish the purposes of this Agreement, the Parties' representatives will engage in discussions and use their best efforts to identify activities under which small business firms and educational institutions can make demonstrably productive use of technology-related assistance from NSWCDD. The Parties will use their best efforts to accomplish the purpose of this Agreement. These efforts must fall within NSWCDD's assigned mission, core equities, or technical areas. The performance of these efforts must not impede the accomplishment of NSWCDD's mission.

5.2. Licensing NSWCDD Inventions. Annually, NSWCDD will make best efforts to identify a minimum of four (4) of its Inventions that are available for licensing to SPOTSY. Annually, SPOTSY will make best efforts to locate and identify to NSWCDD a minimum of ten (10) small businesses and educational institutions within its area of responsibility that have an interest in licensing NSWCDD Inventions. NSWCDD will engage in discussions with such interested

businesses and educational institutions as are identified to it with a view toward reaching a Patent License Agreement (PLA) or Software License Agreement (SLA). Such discussions and any resulting license agreement will be accomplished in full accordance with all applicable Federal laws and regulations. SPOTSY may choose to participate in the license discussions and provide such other assistance to interested small businesses or educational institutions as is consistent with its corporate charter and governing law.

5.3. Submission of Research Proposals to NSWCDD. Annually, NSWCDD will make best efforts to identify to SPOTSY two (2) areas of NSWCDD research and development activities for which the submission of proposals for technology transfer agreements, including PLAs, SLAs, and Cooperative Research and Development Agreements (CRADAs), is desired under Contract Opportunities announcements and for technology transfer grants and contracts are desired under Broad Agency Announcements (BAAs). BAAs are issued under the provisions of paragraphs 35.016 and 6.102(d)(2) of the Federal Acquisition Regulation (FAR). These provisions provide for the use of BAAs by agencies to fulfill requirements for scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding rather than focusing on a specific system or hardware solution. SPOTSY will make best efforts to locate a minimum of four (4) small businesses and educational institutions interested in submitting proposals, advise those interested in proposal requirements, and provide such other assistance as is within its legal authority to perform.

5.4. NSWCDD Support for Outside Activities. Annually, NSWCDD will make best efforts to identify to SPOTSY two (2) research and development capabilities of NSWCDD that may be made available to small businesses and educational institutions that need or can make use of technology-related assistance from NSWCDD through technology transfer agreements, including PLAs, SLAs, CRADAs, Education Partnership Agreements (EPAs), and Work for Private Party (WFPP) agreements. SPOTSY will make best efforts to locate and advise such small businesses and interested educational institutions of the availability of such capabilities and the related procedures and conditions. In the preparation and submission of proposals, SPOTSY may choose to participate and provide such other assistance to interested small businesses or educational institutions as is consistent with its legal authority. NSWCDD will consider all requests submitted for such support. All support will be provided as appropriate in accordance with applicable Federal laws and regulations.

5.5. Technology Marketing Programs and Showcases. NSWCDD and SPOTSY may jointly sponsor activities and programs that showcase NSWCDD technology and research and development areas of interest.

5.6. Small Business and Educational Institution Technology and Capabilities. SPOTSY may sponsor activities and programs that showcase the technology and capabilities of small businesses and educational institutions within its area of responsibility that may be of interest to NSWCDD in connection with its research and development mission. SPOTSY and NSWCDD's Office of Small Business will coordinate with the planning and implementation of small business outreach activities.

Article 6. FUNDING

6.1 Other than as expressly provided herein, no funds of either Party are in any way committed or obligated for any purpose whatsoever by virtue of entering into this Agreement. This Agreement does not identify or require the transfer of funds between the Parties. This Agreement shall not be construed to authorize or guarantee funding for any proposals submitted in response to any solicitation, nor shall it be construed as a guarantee of future funding. Nor shall this Agreement be construed as an endorsement of any proposal submitted by any Party or non-Party.

6.2 Each Party shall be responsible for funding its own activities under this Agreement, except as expressly provided herein. Each Party is individually responsible for assuring that its funding commitments are fully in accordance with all fiscal requirements and restrictions applicable to it by law and regulation.

Article 7. INTELLECTUAL PROPERTY

7.1 In the event that employees of the Parties make an Invention or produces technical Data while performing the Agreement activities, each Party shall have title to the Data or Invention made or produced by its employees. Inventions made and Data produced jointly by those employees, shall be jointly owned by the Parties in the form of an equal and undivided interest in the title.

7.2 Rights in intellectual property created under a separate agreement resulting from this Agreement shall be determined in accordance with the terms of the separate agreement.

7.3 No rights in any intellectual property are conveyed or granted by or under this Agreement.

Article 8. PROPRIETARY OR CONTROLLED UNCLASSIFIED INFORMATION

8.1 During performance of activities under this Agreement, the Parties may require access to Proprietary Information of each other and non-Party small businesses and educational institutions identified by SPOTSY. Likewise, such non-Party small businesses and educational institutions may require access to information about patentable NSWCCD Inventions that are exempted from disclosure under 35 U.S.C. § 205 (Confidentiality). The Parties agree to use their best efforts to enter into agreements with each other and any non-Party entities as may be necessary to protect such information from unauthorized use or disclosure and to refrain from using such information for any purpose other than that for which it was furnished.

8.2 No exchange of information under this Agreement is intended to convey to the receiving Party any license or other rights in such information unless otherwise expressly provided in writing by the disclosing Party.

Article 9. GENERAL PROVISIONS

9.1 Relationship of the Parties. The relationship of the Parties is that of independent parties and not as agents of each other, partners, or participants in a joint venture.

9.2. Security. Performance of work under agreements with small businesses and educational institutions established as the result of this Agreement may require access to classified information and secure facilities. Performers of such work may be required to qualify in accordance with applicable security regulations.

9.3. Export Control. Work on certain NSWCDD research projects may involve militarily critical technology or information the export of which is restricted by statute, executive order, or regulation (including, but not limited to, the Arms Export Control Act, the International Traffic in Arms Regulation, the Export Administration Act). The Party desiring to export shall ensure full compliance with all applicable requirements and restrictions before it makes any disclosure that may be deemed an export of such information. Nothing in this article is intended to waive any requirements imposed by any other U.S. Government agency with respect to disclosure of export controlled information or militarily critical technology to foreign nationals.

9.4. Liability.

9.4.1. Government Liability. NSWCDD is an activity of the U.S. Government. As such, the sovereign immunity of the United States applies to the activities of NSWCDD. The Government shall be liable for the negligent or wrongful acts of its officers and employees to the extent provided for in the Federal Tort Claims Act (28 U.S.C. § 2671 *et seq.*) and other applicable laws and regulations of the United States that specifically waive sovereign immunity. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the United States.

9.4.2. SPOTSY Liability. SPOTSY is a county in the Commonwealth of Virginia. SPOTSY and the Commonwealth of Virginia shall be solely responsible for the actions of SPOTSY employees and the actions of those acting for it in the performance of this Agreement to the extent provided for under the applicable provisions of Virginia law. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia in accordance with the Virginia Tort Claims Act, Code of Virginia § 8.01-195 *et seq.*

9.4.3. Force Majeure. Neither Party shall be liable for the consequences of a *force majeure* that (1) is beyond its reasonable control; (2) is not caused by the fault or negligence of such Party; (3) causes such Party to be unable to perform its obligations under this Agreement; and, (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a *force majeure*, the Party unable to perform shall notify the other Party. The Parties shall suspend performance only for such period of time as is necessary to overcome the result(s) of the *force majeure* and shall use their best efforts to resume performance as quickly as possible.

9.5. Savings Provision. The illegality or invalidity of any provisions of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

9.6. Applicable Law. The Parties agree that the laws of the United States of America shall govern this Agreement for all purposes. In the absence of governing Federal law, the laws of the Commonwealth of Virginia shall apply.

9.7. Termination of the Agreement.

9.7.1. Termination by Mutual Consent. The Parties jointly may elect to terminate this Agreement at any time by mutual consent.

9.7.2. Unilateral Termination. Either Party may elect to terminate this Agreement at any time by giving to the other Party not less than thirty (30) days advance written notice of the intent to terminate and the effective date of termination.

9.7.3. Survivability. Article 1. DEFINITIONS, Article 6. FUNDING, Article 7. INTELLECTUAL PROPERTY, Article 8. PROPRIETARY OR CONTROLLED UNCLASSIFIED INFORMATION, Article 9. GENERAL PROVISIONS, and Article 10. PUBLICATIONS, shall survive the completion, termination, or expiration of this Agreement.

9.8. Duration of the Agreement. This Agreement shall remain in effect for five (5) years from its effective date unless previously terminated or extended as provided by this Agreement. The Parties may by mutual written agreement extend the term of the Agreement.

9.9. Tangible Property. Each Party shall retain title to all tangible property that it has acquired by purchase or gift and used in performance of tasks under this Agreement.

9.10. Titles and Headings. Titles and headings of the sections and subsections of this Agreement are for convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

9.11. Agreement Not an Exclusive Agreement. The rights granted by NSWCD to SPOTSY under this Agreement to perform the services of this Agreement are not exclusive. The Government may grant permission to other entities to perform the same or similar services at any time. In addition, SPOTSY may seek opportunities to enter into similar agreements with other Federal, state, or private entities to provide similar services and, if granted, perform such services as that Agreement would delineate.

9.12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

9.13. Reports.

9.13.1. Annual Report. SPOTSY shall submit to NSWCD Technology Office an annual report summarizing their efforts in furtherance of this Agreement. The report should provide a concise and factual discussion of the results of their efforts to include: a listing of contacts made; agreements entered by NSWCD with entities identified through efforts associated with this Agreement; significant accomplishments resulting from those agreements (publications, technological developments, inventions, patents, product development and sales, etc.); any measurable effect upon community business and employment; lessons learned and

recommendations for improvement; and such other information deemed pertinent by the collaborators.

9.13.2. Final Report. SPOTSY shall submit to NSWCD Technology Office a final report summarizing the entire effort during the term of the Agreement, at the expiration or earlier termination of this Agreement.

9.14. Disputes. The Parties agree to use reasonable efforts to reach a fair settlement of any dispute. If such efforts are unsuccessful, remaining issues in dispute will be referred to the signatories or their successors for resolution.

9.15. Waivers. No provision of this Agreement shall be considered waived by any Party hereto unless such waiver is given in writing to the other Party. The failure of any Party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any right provided herein or by law, shall not be deemed a waiver of any right of any Party hereto.

9.16. Amendments. The Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall be effective upon the date of the last signature of the authorized representatives of each of the Parties.

9.17. Use of Name or Endorsements. Neither Party shall use the name of the other Party on any product or service which is directly or indirectly related to this Agreement without the prior approval of the other Party, except as otherwise provided in Article 7 of this Agreement. By entering into this Agreement, neither Party directly or indirectly endorses any product or service provided, or to be provided, by the other Party, its successors, assignees, or licensees. Neither Party shall imply in any way that this Agreement is an endorsement by the other Party of any product or service.

9.18. Notices. All notices are to be sent to the PIA administrators.

Article 10. PUBLICATIONS

10.1. Publication of Results. SPOTSY is encouraged to publish results of the Agreement. Each article planned for publication shall be submitted to the NSWCD designated representative for review and approval prior to submission for publication.

10.2. Governmental Use. Any publication based on or developed under this Agreement will reflect that the U.S. Government is licensed to reproduce and distribute the article for Governmental purposes notwithstanding any copyright or other restrictive legends, excluding the names of business, individuals' names, or contacts that have not been mutually agreed upon by both Parties to be released to the general public.

10.3. Disclaimer. Published articles shall contain the statement that "the views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing

the official policies or endorsements, either expressed or implied, of the Department of the Navy or the U.S. Government."

Article 11. EFFECTIVE DATE

11.1 This Agreement shall become effective upon the date of the last signature of the authorized representatives of each of the Parties.

Article 12. SIGNATURES

For Spotsylvania County, Virginia:

I, the undersigned, am duly authorized to bind Spotsylvania County, Virginia to this Agreement and do so by affixing my signature hereto.

Entered into this _____ day of _____ 2021.

By: _____

Name: _____

Title: _____

For Naval Surface Warfare Center, Dahlgren Division:

I, the undersigned, am duly authorized to bind Naval Surface Warfare Center, Dahlgren Division to this Agreement and do so by affixing my signature hereto.

Entered into this _____ day of _____ 2021.

By: _____

Name: S. C. PLEW

Title: Captain, U.S. Navy, Commanding Officer

Navy Organization: Naval Surface Warfare Center, Dahlgren Division

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Approval of Purchase Order to Winchester Equipment Company for a Kubota Excavator

Type:	Action
Agenda Title:	Approval of Purchase Order to Winchester Equipment Company for a Kubota Excavator
Recommendation:	Approval of Purchase Order to Winchester Equipment Company in the amount of \$105,357.92 for the purchase of a new Kubota KX080-4SR3A mini excavator for the Utilities Department. The Purchase Order has been reviewed and approved by the County Attorney's Office.
Summary:	A Request for Proposal (RFP) was issued for Medium Duty and Compact Construction Equipment with related attachments, accessories, and supplies by Sourcewell, a national cooperative organization, of which the County is a member. A cooperative contract was awarded to Kubota Tractor Corporation on May 30, 2019. The County is purchasing a new Kubota KX080-4SR3A mini excavator from the authorized dealer, Winchester Equipment Company.
Financial Impact:	Adequate funding is budgeted and appropriated within project SR1401 for award of this contract for this purpose.
Staff Contacts:	Ben Loveday, Assistant County Administrator; Toni Vaughan, Procurement Division Administrator
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Additional Background/Other Considerations:	The purchase order has been approved by the County Attorney's Office.
Consequence of Denial/Inaction:	The denial of this purchase will interrupt the heavy equipment replacement schedule. The schedule is developed based on the equipment's anticipated end of life and dependability and helps ensure high quality

levels of service and avoid delays in preventive maintenance and emergency responses to the water/wastewater infrastructure.

ATTACHMENTS:

File Name	Description	Type
Winchester_Equipment_Company_Purchase_Order.pdf	Winchester Equipment Company Purchase Order	Purchase Order
Project_Budget_Wrksht_SR1401- _Winchester_Equip._Co..pdf	Project Budget Worksheet - Winchester Equipment Co.	Backup Material



County of Spotsylvania
Procurement Division
8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7596

PURCHASE ORDER

PURSUANT TO
VIRGINIA CODE §2.2-4343.1,
SPOTSYLVANIA COUNTY DOES NOT
DISCRIMINATE AGAINST FAITH-
BASED ORGANIZATIONS

P.O. NUMBER 22016

P.O. number must appear on all related correspondence, shipping papers, and invoices:

To: Winchester Equipment Company
11285 Washington Highway
Ashland, VA 23005
Attn: Bill Prendergast
bprendergast@winchesterequipment.com

Ship To: Spotsylvania County Utilities Department
600 Hudgins Road
Fredericksburg, VA 245

Attn: Roddie Acors

		SHIP VIA	F.O.B. POINT	TERMS	
September 28, 2021			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
1	EA	Furnish and deliver a new Kubota KX080-4SR3A in accordance with Winchester Equipment Company Quote #2128509 dated August 30, 2021 Contract documents consist of: 1. Spotsylvania County Purchase Order #22016 dated September 28, 2021 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. Winchester Equipment Company Quote #2128509 dated August 30, 2021 3. Contract Acceptance and Award between Sourcewell and Kubota Tractor Corporation, Sourcewell Contract #040319-KBA signed and dated May 30, 2019 effective May 31, 2019 through May 31, 2023; 2. Sourcewell Request for Proposal #040319 for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies dated February 14, 2019		\$105,357.92	\$105,357.92
TOTAL					\$105,357.92

If there are any questions concerning this purchase order, please contact Elaine Guinn – Spotsylvania County Procurement Division. Ph. 540/507-7599.

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
Spotsylvania County Utilities
600 Hudgins Road
Fredericksburg, VA 22408
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Utilities

Requisitioner: Roddie Acors

Edward Petrovitch
County Administrator

County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code§ 2.2-4311.1;
 - C. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
 - D. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - E. Complying fully with the Virginia Conflict of Interest Act.
 - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.
MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor 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 to meet this requirement; and

- B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.
9. During the performance of this Agreement, the CONTRACTOR agrees to:
 - A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. 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;
 - C. 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
 - D. 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 CONTRACTOR.
 - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, 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.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
 - A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withheld all or part of the subcontractor's payment and the reason therefore;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>

Sourcewell
 Utility Tractors & Mowers - 031121
 CE and AG - 040319
 Utility Vehicles 122220
 NUPA Arkansas 4600041718
 NUPA Delaware GSS-17673
 Nebraska 14777 (OC)
 Mississippi (CE Only) 6200056371
 Mississippi 8200055841

KX080-4SR3A WEB QUOTE #2128509
 Date: 8/30/2021 11:52:48 AM
 - Customer Information -
 SHARPE, LARRY
 SPOTSYLVANIA UTILITIES
 LSHARPE@SPOTSYLVANIA.VA.US
 540-507-732

Quote Provided By
 Winchester Equipment Company
 Bill Prendergast
 11285 Washington Highway
 Ashland, VA 23005
 email:
 bprendergast@winchesterequipment.com
 phone: 7576927095

- Standard Features -

- Custom Options -



Kubota

K Series

KX080-4SR3A

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Eco Plus System
 Auto Idler
 Rubber Or Steel Track Models
 Air Conditioned ROPS/OPG
 (Top Guard, Level I) Cab
 Cloth Suspension Seat
 Kubota 2 Hydraulic Pump Load
 Sensing System
 2 Variable Displacement
 Pumps
 All Controls Hydraulic Pilot
 Controls
 Two Operating Pattern
 Selection System
 Accumulator
 Standard Front Dozer Blade w/
 Float
 Optional Float Angle Blade w/
 Bolt-on Cutting Edge
 360 Degree Full Rotation
 70 Degree Left, 60 Degree
 Right Boom Swing
 17.6 gpm Adjustable Auxiliary
 Hydraulics Port 1
 28.4 gpm Adjustable Auxiliary
 Hydraulics Port 2
 Thumb Bracket and Relief
 Valves
 Five Second Quick Preheat
 System
 Key Switch Stop System
 Half Pitch Rubber Tracks
 Self-Bleed Fuel System
 Auto-Downshift Two Speed
 Travel System
 Swivel Negative Brake
 Travel Negative Brake
 Third Line

ENGINE

V3307 Kubota DI CRS Turbo Tier 4
 Final Diesel Engine 4 Cylinder, 4
 Cycle
 66.6 Gross HP @ 2000 rpm (SAE
 J1995)
 62.3 Net HP @ 2200 rpm (SAE
 J1349)

OPERATIONAL

DIMENSIONS

Max Digging Depth 15' 1"
 Max Digging Radius @ Ground
 Level 23' 6.3"
 Max Vertical Digging Depth 12'
 7.6"
 Max Dumping Height 17' 2.7"

DOZER BLADE

DIMENSIONS

Width 86.6"
 Height 19.7"
 Lift Above Ground 19.7"
 Drop Below Ground 19.7"

PERFORMANCE

Digging Force @ Bucket (K7427)
 Digging Force @ Dipper Arm
 Travel Speed (Low / High)
 Climbing Ability
 Lift Capacity
 • Over Front
 • Blade Grounded
 • 4.0 Ft. Load Point Height
 • 12.0 Ft. Load Radius

**DIMENSIONS AND
 OPERATING WEIGHT**

KX080-4SR3A, Rubber Tracks,
 Air Conditioned
 ROPS/OPG (Top Guard, Level
 I) Cab, Angle Dozer
 Blade, Dipper Arm, Counter
 weight,
 Overall Length 21' 1.9"
 Overall Width 7' 2.6"
 Overall Height 8' 4"
 Operating Weight* 18,280 lbs.
 Ground Clearance 15.4"

* Includes operator's weight,
 175 lbs.

KX080-4SR3A Base Price: \$113,084.00

(1) 54" BOLT ON CUTTING EDGE K7452A-54" BOLT ON CUTTING EDGE	\$198.00
(1) KX080 24" QA TRENCHING BUCKET K7427A-KX080 24" QA TRENCHING BUCKET	\$2,256.00
(1) KX080-4S ADDITIONAL WEIGHT KIT PNF K7494-KX080-4S ADDITIONAL WEIGHT KIT PNF	\$1,112.00
(1) QUICK ATTACH COUPLER / KX080-3 K7402A-QUICK ATTACH COUPLER / KX080-3	\$1,701.00
(1) HYDRAULIC THUMB KIT K7405A-HYDRAULIC THUMB KIT	\$4,452.00
(1) BRUSH GUARD KIT K7449A-BRUSH GUARD KIT	\$3,378.00
(1) KX080-4S TRAVEL ALARM KIT K7491-KX080-4S TRAVEL ALARM KIT	\$128.00
(1) 54" QA TILT GRADING BUCKET K7444A-54" QA TILT GRADING BUCKET	\$7,958.00
Configured Price:	\$134,267.00
Sourcewell Discount:	(\$32,224.08)
SUBTOTAL:	\$102,042.92
Dealer Assembly:	\$850.00
Freight Cost:	\$1,815.00
PDI:	\$250.00
Install counterweight	\$400.00

Total Unit Price: \$105,357.92

Quantity Ordered: 1

Final Sales Price: \$105,357.92

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting
 dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



SPOTSYLVANIA COUNTY

Replacement Equipment - Field Services

Project Budget Worksheet

Project # SR1401

	Current Balance (as of Sept. 17, 2021)	Revisions (Sept. 28, 2021)	Revised Balance (Sept. 28, 2021)
<u>Project Costs:</u>			
Machinery & Equipment	\$474,243	(\$105,358)	\$368,885
Winchester Equipment Company	\$0	\$105,358	\$105,358
Total Project Costs	\$474,243	\$0	\$474,243

<u>Project Funding:</u>			
Cash	\$474,243	\$0	\$474,243
Total Project Funding	\$474,243	\$0	\$474,243

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of the Revenue Sharing Final Application

Type: Action, Resolution, Power Point Presentation, Appropriation

Agenda Title: Approval of the Revenue Sharing Final Application

Recommendation: Staff recommends that the Board of Supervisors approve the County Final application for the Germanna Point Drive extension to Spotsylvania Avenue project for the State's Revenue Sharing Funding Program.

Non-Staff Name and Title of Presenters: Revenue Sharing is a State transportation funding opportunity for \$10 Million. The Germanna Point Drive Extension project will reduce US Rte 1 traffic congestion and promote economic development near the new VA Health Care Clinic. It is the highest ranked VA project in need of this amount of funding. The application deadline is 10/1/2021.

Revenue Sharing is a major State Transportation Funding Program and provides over \$100 Million statewide for multimodal transportation projects every two years. This round of Revenue Sharing had its pre-application process deadline on July 1, 2021 and its final application deadline is set for October 1, 2021. The Board approved two Revenue Sharing pre-application projects on June 22nd.

1. Germanna Point Drive 2-Lane Extension to Spotsylvania Avenue
2. US Rte 1/Hood Drive/Mine Road Northwest Quadrant Roadway

Summary: Both pre-application projects were screened in by the State for potential final application consideration and both are required projects for the new Veterans Administration Health Care Clinic (VA). The County needs to select one final application from among its

two pre-applications given that there is only a maximum of \$10 million in State funding available and both pre-application projects cost considerably more than \$10 million. The transportation committee has recommended that the Germanna Point Drive project be submitted for Revenue Sharing given its greater importance in reducing US Rte 1 corridor traffic congestion between US Rte 17 and Lafayette Boulevard. The State is expected to make Revenue Sharing project selections in early 2022 and funding allocations by June, 2022.

Committee/Commission Summary:

Other

Review Date:

09/16/2021

Status:

Approved

Financial Impact:

The Revenue Sharing program provides an opportunity for the County to obtain up to \$10,000,000 in state funding for a required VA transportation project.

Staff Contacts:

Paul Agnello, Assistant Director for Transportation Planning
Rodney White, Transportation Planner

Consequence of Denial/Inaction:

Board of Supervisors support is needed for the Revenue Sharing Final Application and the State deadline for submitting the Final Application is October 1, 2021. If the Board of Supervisors does not approve this Final Application, the County will lose an opportunity for up to \$10,000,000 in State funding for a required VA transportation project.

Talking Points:

Revenue Sharing is a State transportation funding opportunity for \$10 Million. The Germanna Point Drive Extension project will reduce US Rte 1 traffic congestion and promote economic development near the new VA Health Care Clinic. It is the highest ranked VA project in need of this amount of funding. The application deadline is 10/1/2021.

ATTACHMENTS:

File Name	Description	Type
Resolution_2021_Revenue_Sharing_Final_Application.docx	Resolution of Support	Resolution
Revenue_Sharing_FinalApplication.pdf	Revenue Sharing Overview	Backup Material

At a regular scheduled meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

**A RESOLUTION SUPPORTING
THE REVENUE SHARING FINAL APPLICATION FOR FY22**

WHEREAS, Spotsylvania County Board of Supervisors herein by reference identify one final application for consideration in the FY 22 Revenue Sharing program; and

WHEREAS, the Commonwealth of Virginia is providing an opportunity for up to \$10,000,000 in revenue sharing funding per locality evenly split between the FY-27 and FY-28 years for eligible projects that are selected for this FY 22 round of Revenue Sharing; and

WHEREAS, the Transportation Committee has reviewed and recommends the following project:

1. Germanna Point Drive 2-Lane Extension to Spotsylvania Avenue

WHEREAS, the Spotsylvania County Board of Supervisors hereby support this project for consideration in the Revenue Sharing Program for FY22; and

NOW, THEREFORE, BE IT RESOLVED, this Board endorses this final application for consideration in the FY 22 Revenue Sharing program, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Transportation Committee.

(SEAL)

A COPY TESTE: _____

Aimee Mann, Deputy Clerk

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic visual effect.

Revenue Sharing Program Final Application

September 28, 2021

Revenue Sharing Funding Opportunity

Revenue Sharing Program - Maximum of \$10 Million per Locality

- ▶ Funding Years: FY-27 & FY-28 with \$5 Million maximum per year
- ▶ Match Requirement: %50

Application Deadlines:

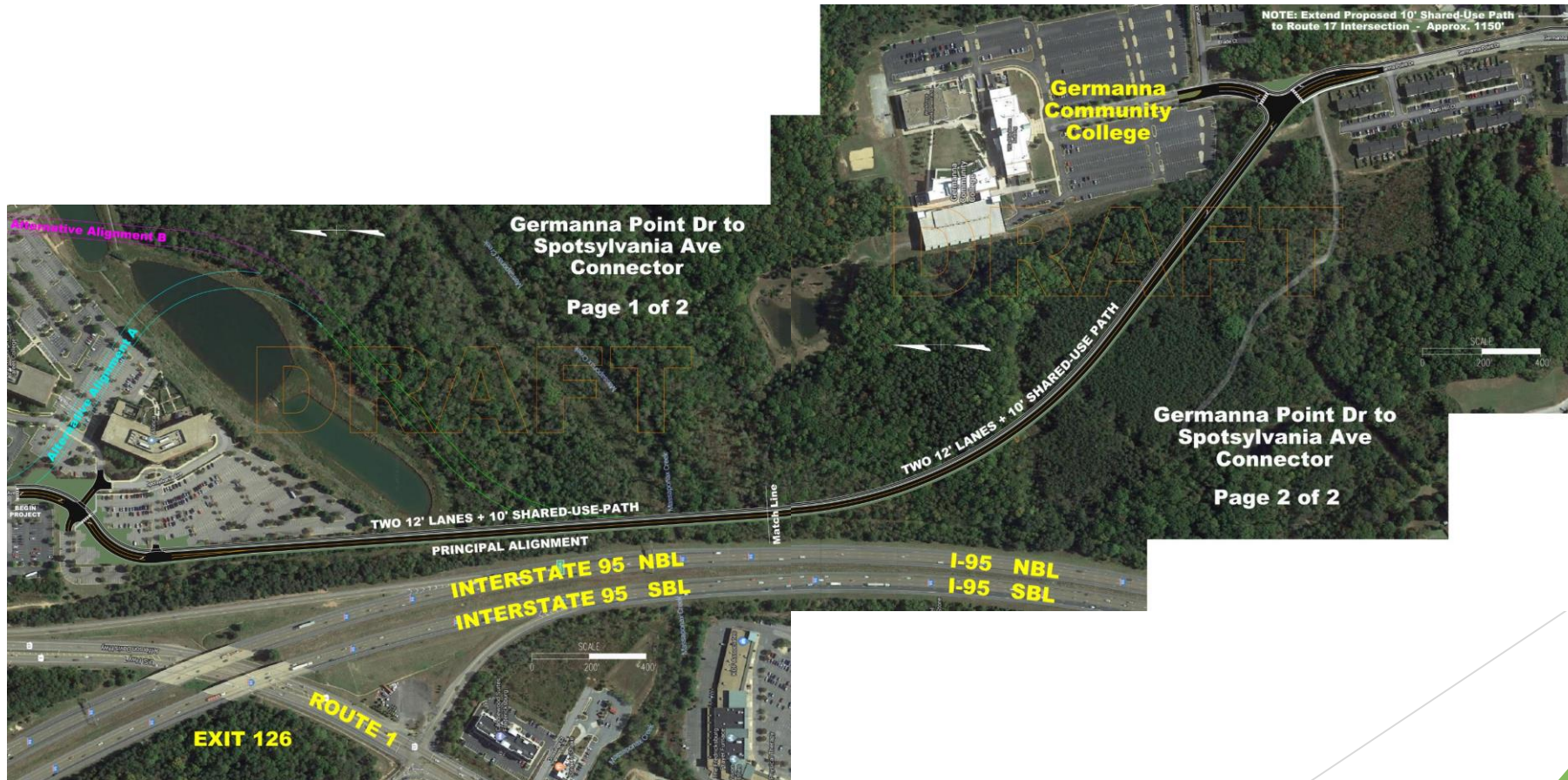
July 1st - Pre-Application

October 1st - Final Application (Requires a BOS Resolution)

Revenue Sharing Program Application: Germanna Point Drive Extension

VDOT Cost Estimate: \$33.1 Million

- ▶ New 2-Lane Roadway: GCC to Spotsylvania Ave
- ▶ 10 foot Shared Use Path: US Rte 17 to Spotsylvania Ave



Action Item: Revenue Sharing Final Application

Germanna Point Drive Extension for \$20 Million

Total Request Cost: \$10 Million in State Funding

County Required Matching Funding: 50% = \$10 Million

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Task Order #36-K to Sullivan, Donahoe & Ingalls for Lake Bottom Water & Sewer Improvements - Brock Tank Waterline Extension

Type: Action

Agenda Title: Approval of Task Order #36-K to Sullivan Donahoe & Ingalls for Lake Bottom Water & Sewer Improvements – Brock Tank Waterline Extension

Recommendation: Approve Task Order #36-K to Sullivan, Donahoe & Ingalls in the amount of \$154,459.80 for the Lake Bottom Water & Sewer Improvements – Brock Tank Waterline Extension. The Task Order has been reviewed and approved as to form by the County Attorney's Office.

Services under this Task Order consists of surveying, design and drafting necessary to prepare construction plans for a 16-inch waterline extension project serving the Fawn Lake area.

Summary: The work authorized by this contract shall be for engineering surveying services related to the Lake Bottom Water and Sewer Improvements – Brock Tank waterline extension. Procurement Policy for individual Task Orders was followed and the details concerning the Consultant's responsibilities for this particular task are included in the attached Task Order #36-K and Sullivan, Donahoe & Ingalls Proposal.

Financial Impact: Adequate funding is budgeted and appropriated within project WT2104 and WT2205 for award of this contract for this purpose.

Staff Contacts: Ben Loveday, Assistant County Administrator, Toni Vaughan, Procurement Division Administrator

Legal Counsel: Will Moore, Senior Assistant County Attorney

Task Order #36-K is signed by vendor and County

Attorney's Office and is attached. This Task Order is in compliance with current Contract #21-07-TV-07 for professional engineering services previously approved by the Board.

Additional Background/Other Considerations:

County departments have utilized Task Order based agreements for the last several years. Task Order based agreements allow for increased efficiencies in terms of time and value to the tax payer. Procurement policy is followed in all task order based agreements and task orders valued at \$100,000 and greater are presented to the Board of Supervisors for approval.

Consequence of Denial/Inaction:

Failure to approve this task order may impact the County's ability to meet increased demands for fire protection as well as future growth and development in the Fawn Lake area.

ATTACHMENTS:

File Name	Description	Type
SDI_Task_Order_signed.pdf	Task Order to Sullivan,Donahoe & Ingalls	Agreement
Project_Budget_Wrksht - _WT2205_-_WT2104_SDI.pdf	Project Budget Worksheets - Sullivan, Donahoe and Ingalls	Backup Material

TASK ORDER FOR
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #21-07-TV-07

In accordance with the Spotsylvania County Contract Agreement for Professional Services this Task Order #36-K and Proposal for Lake Bottom Water and Sewer Improvements - Brock Tank Waterline Extension is made as of _____, 2021 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and SULLIVAN, DONAHOE, AND INGALLS, A PROFESSIONAL CORPORATION, a Virginia professional corporation licensed to do business in the Commonwealth of Virginia ("CONSULTANT").

WITNESSETH:

WHEREAS the COUNTY and the CONSULTANT entered into an Agreement made as of May 26, 2021 to provide professional engineering services as necessary to support certain Spotsylvania County Utilities/Public Works Department projects (hereinafter the "AGREEMENT"), and

NOW, THEREFORE, the COUNTY and the CONSULTANT, pursuant to the Agreement, and in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby agree to accept this Task Order #36-K and the Proposal, dated August 25, 2021 and prepared by CONSULTANT attached hereto, and made a part hereof. This Task Order #36-K and Proposal for Lake Bottom Water and Sewer Improvements - Brock Tank Waterline Extension shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED FIFTY-NINE DOLLARS AND EIGHTY CENTS (\$154,459.80).

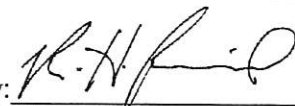
Except as provided herein, the AGREEMENT remains unchanged and in full force and effect. Any conflict which may exist between the terms of this Task Order and the underlying Agreement shall be resolved in favor of the terms in the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order #36-K and Proposal for Lake Bottom Water and Sewer Improvements - Brock Tank Waterline Extension to be duly executed by their duly authorized officials as of the date first written above.

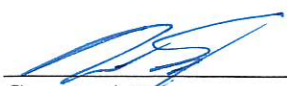
SPOTSYLVANIA COUNTY, VIRGINIA

SULLIVAN, DONAHOE AND INGALLS, A
PROFESSIONAL CORPORATION

By: _____
Edward Petrovitch Dated
County Administrator

By:  2021-09-15
Richard Furnival Dated
Partner / Director

Approved as to form:

 9-15-21
County Attorney Dated

SDI SULLIVAN DONAHOE & INGALLS

*A Professional Corporation
Since 1965*

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES

ERIC V. SULLIVAN, L.S.
NOLAND C. DONAHOE
MICHAEL E. MOORE, P.E.
RICHARD H. FURNIVAL, P.E.
KEITH L. OSTER, P.E.

P.O. Box 614
FREDERICKSBURG, VIRGINIA 22404
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22408
540-898-5878

August 25, 2021

Mr. Ronnie Baker
Project Manager
Spotsylvania County Department of Public Works
Utilities Division
600 Hudgins Road
Fredericksburg, VA 22408



RE: **Surveying Proposal
Lake Bottom Water and Sewer Improvements
Brock Tank Waterline Extension
Task #36-K**

Dear Mr. Baker:

Sullivan, Donahoe and Ingalls, PC (hereinafter referred to as the Professional) is pleased to submit this proposal to provide civil engineering and surveying services for the above referenced project. In this proposal, we have included an outline of the scope of services required, and the proposed fees for our services.

Should the project change and the scope of services increase, we will prepare a new proposal or proceed under the "Additional Services" section of this proposal with your authorization.

Project Description

This proposal generally consists of surveying, design and drafting necessary to prepare construction plans for a 16-inch Waterline Extension project serving the Lake Bottom – Brock Road area, in Spotsylvania County, Virginia. The final project limits will be established during the design effort, described herein. The work is generally located from the 16-inch main (previously designed by the Professional) currently within the proposed Lake Bottom Water Booster Pump site, along Brock Road to a point of connection near Brock Road Elementary School. The base mapping previously prepared for the Lake Bottom and Brock – Catlett projects will be used to prepare the final plans for the water main within the project limits, and will be supplemented by field survey, as required.

It is assumed that no wetlands are present within the project corridor. A wetlands reconnaissance phase will confirm this assumption. If unavoidable wetlands are discovered, a task order amendment for permit services will be submitted to the County for review and approval.

Scope of Services

I. Lake Bottom Booster Pump Design Revisions

Based on Client initiated design parameter revisions, an update to the proposed Lake Bottom Water Booster pump is necessary. The Professional will provide revisions to the Booster Pump Site Plan in support of the desired revisions as part of this scope of work.

Additionally, internal pump station design revisions and an additional pressure reducing valve vault are required. The Professional's design sub-consultant (Ramboll) will prepare design revisions and updated booster pump plans for submission to Spotsylvania County and VDH, for approval. A copy of the sub-consultant's agreement is provided as a part of this task order proposal for Client information.

Fee: Hourly (See attached man-hour estimate)

II. Preliminary Design Plan – Brock Tank Waterline

The Professional shall prepare a preliminary design plan for the waterline extension project based on discussions with the Client and field review of the project conditions. The preliminary design shall be reviewed, and the final alignment approved by the Client, which shall become the basis for the base mapping and waterline design tasks, described herein.

Fee: Hourly (See attached man-hour estimate)

III. Wetland Walkover

The Professional shall perform a wetland walkover through the project corridor to determine if wetlands are potentially present and may be applied to the site. This task will not include all of the documentation that is required to complete a wetland delineation. Instead, it will evaluate the presence of wetlands in areas where they are likely to be located. On site observations, coupled with limited soil testing, will be completed in support of this effort. Any on-site stream channels and/or water features will also be observed. A sketch of the potential locations of any wetland and/or stream features will be provided to the client. No flags will be placed in the field as part of this task.

If wetlands are encountered, a supplemental task order for wetland delineation and potential permit services will be submitted for Client approval.

Fee: Hourly (See attached man-hour estimate)

IV. Design Surveying and Base Mapping

The Professional shall use aerial mapping previously prepared for other County projects as the base map topography for the project, as required, for the design phases, described herein. The survey shall be plotted at a scale of at least 1"=50' with two foot contours and necessary spot elevations, including location of existing buildings, roads, marked underground utilities and visible above-ground utilities. The topographical survey information will be used to prepare the Design Plans. The boundary for the subject plans will be shown based on digital information previously prepared by the Professional.

If necessary, the Professional shall establish survey control and provide limited supplemental field design surveying necessary to supplement the base mapping, as required for final utility plan. A full topographic survey of the site is not anticipated with this proposal.

Fee: Hourly (See attached man-hour estimate)

V. Brock Tank Waterline Design Plans

The Professional shall prepare final design plans for the Brock Tank 16-inch waterline extension including appurtenant tie-ins. The plans will generally include but not limited to Cover, Key Sheet, Plan & Profiles, Construction Notes, Erosion & Sediment Control, and appurtenant detail sheets. The plans will be submitted to the Client, Spotsylvania County Planning for review. No VDH submittals are anticipated with this project. Work in VDOT right-of-way is anticipated, and a Traffic Management Plan is part of this proposal, as described herein.

It is assumed that this project falls under the DEQ Linear Projects exemption for stormwater management in accordance with DEQ Guidance Memo GM 15-2003. This will be demonstrated as part of the Erosion and Sediment Control Plan, described herein. Additional stormwater management designs (if required) shall be Additional Services.

Fee: Hourly (See attached man-hour estimate)

VI. Traffic Management Plan

The Professional shall prepare a Traffic Management Plan (TMP) for work in the right-of-way, in accordance with VDOT Work Area Protection Standards. The TMP will be incorporated into the design plans for concurrent review by VDOT Northern Region Operations. The Professional has the required certification necessary to satisfy VDOT regulations.

Fee: Hourly (See attached man-hour estimate)

VII. VSMP Application and SWPPP Plan

The Professional shall prepare a Virginia Stormwater Management Permit (VSMP) application and provide copies for submittal to DEQ. The Professional shall prepare a Stormwater Pollution Prevention Plan in accordance with the requirements of the VSMP permit for discharges of Stormwater from construction activities. A copy of the SWPPP Manual shall be provided to the Client to comply with state requirements during project construction.

Fee: Hourly (See attached man-hour estimate)

VIII. Plan Administration

The Professional shall assist in the plan approval process by meeting with reviewers, and by preparing plan revisions, letters of response, and follow-up submittals. Project specifications will be required, and they will be prepared under this scope of work. As well, the Professional shall prepare bid related documents, and assist the Client in obtaining and evaluating bids and awarding contracts.

Fee: Hourly (See attached man-hour estimate)

IX. Easement Plats

The Professional shall prepare easement plats for permanent and construction easements as necessary for the construction of the project. This task includes submission of plats to the Client and coordination of deeds of easement. It is assumed with this proposal that four (4) easement plats may be prepared.

Fee: Hourly (See attached man-hour estimate)

X. Easement Acquisition Services

The Professional or his sub-consultant shall provide easement acquisition services related to the utility easement plats, described above. These services include compensation determination based on recent tax assessment information (provided by the Client), field review of properties to be acquired, and preparation of Right-of-Entry and Easement Compensation Agreement Forms. Following preparation of the deed documents by County staff, the Professional or sub-consultant will contact the affected property owners (or attorney) to negotiate on the Client's behalf to obtain an executed easement agreement.

No land appraisal services are included in this scope of work. Any parcels involving owner refusal will be turned over to the Client for resolution. It is assumed with this proposal that up to four (4) easements will be acquired.

Fee: Hourly (See attached man-hour estimate)

XI. Bid & Construction Administration

It is assumed that the project will be advertised as a single project. The Professional will perform the services for the bid phase of the project. The following (bid phase) scope of services and associated fees are proposed for the project:

- a. Attend one (1) pre-bid meeting and discuss project plans with bidders.
- b. Address bidders' questions, revise plans per Client request, and issue addenda to all plan holders.

The Professional shall also consult with and advise the Client and act as a representative as normally expected of professional engineers, review shop drawings and other data which the contractor may be required to submit for conformance with the design, and review contractor's applications for payment. Limited field visits during construction are also included under this scope of work.

Fee: Hourly (See attached man-hour estimate)

XII. Construction Stakeout

The Professional shall perform construction stakeout for the above reference project for items requested by the Client or the Client's Contractor. The items of work for construction stakeout are generally assumed to be staking of limits of construction (clearing), hub & offsets, and cutsheets for sanitary sewer structures.

Fee: Hourly (See attached man-hour estimate)

XIII. Stormwater Pollution Prevention Plan (SWPPP) Inspections

The Construction General Permit requires that site inspections be conducted by the Owner, or Owner's representative, once per week and after significant rain events, or every four days. If the Owner choose the five-day, plus rain event option, the number of inspections could be less, but this uncertain.

The Professional will conduct inspections every four days to confirm that the SWPPP is being followed and the site is in compliance with state and local ordinances pertaining to erosion control and stormwater runoff. An inspection report will be completed for each inspection and will be placed in the SWPPP Field Notebook. These inspections are

provided throughout the duration of construction until the site is fully stabilized.

Fee: Hourly (See attached man-hour estimate)

XIV. As-Built Plans

The Professional shall prepare As-Built drawings in accordance with Spotsylvania County requirements for utility lines within the project area. This work will include field survey work and annotation of existing design drawings for submission to Spotsylvania County. No inspections will be conducted as part of this work. Additional drawings, if required, shall be considered Additional Services.

Fee: Hourly (See attached man-hour estimate)

XV. Meetings

The Professional shall attend meetings as required in the Scope of Services when requested by the Client.

Fee: Hourly (See attached man-hour estimate)

XVI. Reimbursables

Prints, mylars, computer disc, mailings Fed-Ex packages and other miscellaneous reimbursables shall be billed under the engineer's current rates.

Estimated Fee \$500.00

Total Not-to-Exceed Task Order Fee: \$154,459.80

XVII. Additional Services

Any work or services, which are not listed above or are not expressly provided for in this proposal, may be performed by the Professional upon the request or prior approval of the Client. All additional services will be performed by the Professional on an hourly basis utilizing the hourly rates listed below:

HOURLY RATES

Principal	\$ 150.00/hr.
Engineer/Surveyor III	\$ 130.00/hr.
Engineer/Surveyor II	\$ 120.00/hr.
Engineer/Surveyor I	\$ 110.00/hr.
Environmental Specialist III	\$ 130.00/hr.
Environmental Specialist II	\$ 95.00/hr.

Inspector/Environmental Specialist I	\$ 80.00/hr.
Civil Tech III	\$ 110.00/hr.
Civil Tech II	\$ 100.00/hr.
Civil Tech I	\$ 80.00/hr.
Field Crew (3-man)	\$ 155.00/hr.
Field Crew (2-man)	\$ 125.00/hr.
Drone Pilot (Survey/Inspection)	\$ 130.00/hr.
Easement Acquisition Tech	\$ 100.00/hr.
Administrator II	\$ 70.00/hr.
Administrator I	\$ 50.00/hr.
Intern	\$ 50.00/hr.
Public Meeting/Testimony	\$ 300.00/hr.

PRINT FEES

Prints	\$ 2.25 per Sheet (24"X36") (\$10.00 minimum)
Prints (Half-size)	\$ 0.50 per Sheet (11"X17") (\$5.00 minimum)
Color Prints on Bond Paper	\$ 1.00 per Square-Foot (\$30.00 minimum)
Color Prints on Photo Paper	\$ 4.50 per Square-Foot (\$30.00 minimum)
Photocopies	\$ 0.15 each
CD-ROM Charge	\$ 30.00 each

REIMBURSABLES

FedEx/UPS	Cost + 15% (Minimum \$45.00)
Mail	Cost + 15% (Minimum \$ 5.00)
Outside Consultants	Cost + 10% + Coordination Time
Deliveries	\$ 45.00/hr. + Mileage
Travel	Federal Standard Rate
CADD Charge	\$ 120.00/hr. (\$ 200.00 minimum)

Rates are effective for eighteen months from the date of this proposal.

Thank you for the opportunity of submitting this proposal and we look forward to working with you and your company.

Sincerely,



Richard H. Furnival, PE
Sullivan, Donahoe & Ingalls, PC

Man-hour Estimate	Units	Rate	Estimate
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Lake Bottom Booster Pump Design Revisions

Employee Type	Hours	Rate/Hr.	Estimate
Principal	8	\$ 150.00	\$ 1,200.00
Engineer/Surveyor III	24	\$ 130.00	\$ 3,120.00
Engineer/Surveyor II		\$ 120.00	\$ -
Survey Crew		\$ 155.00	\$ -
Civil Tech II	24	\$ 100.00	\$ 2,400.00
Civil Tech I		\$ 80.00	\$ -
Administrator I		\$ 50.00	\$ -
Subconsultant Allowance	1	\$ 42,479.80	\$ 42,479.80
Total:			\$ 49,199.80

Preliminary Design Plan - Brock Tank Waterline

Employee Type	Hours	Rate/Hr.	Estimate
Principal	4	\$ 150.00	\$ 600.00
Engineer/Surveyor III		\$ 130.00	\$ -
Engineer/Surveyor II		\$ 120.00	\$ -
Survey Crew		\$ 155.00	\$ -
Civil Tech II	4	\$ 100.00	\$ 400.00
Civil Tech I		\$ 80.00	\$ -
Administrator I		\$ 50.00	\$ -
Total:			\$ 1,000.00

Wetland Walkover

Employee Type	Hours	Rate/Hr.	Estimate
Environmental Specialist III	6	\$ 130.00	\$ 780.00
Environmental Specialist II		\$ 95.00	\$ -
Environmental Specialist I	2	\$ 80.00	\$ 160.00
Survey Crew		\$ 155.00	\$ -
Civil Tech II		\$ 100.00	\$ -
Civil Tech I		\$ 80.00	\$ -
Administrator I		\$ 50.00	\$ -
Total:			\$ 940.00

Design Survey and Base Mapping

Employee Type	Hours	Rate/Hr.	Estimate
Principal	4	\$ 150.00	\$ 600.00
Engineer/Surveyor III	4	\$ 130.00	\$ 520.00
Engineer/Surveyor II	16	\$ 120.00	\$ 1,920.00
Survey Crew	16	\$ 155.00	\$ 2,480.00
Civil Tech II	16	\$ 100.00	\$ 1,600.00
Civil Tech I		\$ 80.00	\$ -
Administrator I		\$ 50.00	\$ -
Total:			\$ 7,120.00

Brock Tank Waterline Design Plans

Employee Type	Hours	Rate/Hr.	Estimate
Principal	20	\$ 150.00	\$ 3,000.00

Engineer/Surveyor III	40	\$	130.00	\$	5,200.00
Engineer/Surveyor II		\$	120.00	\$	-
Survey Crew		\$	155.00	\$	-
Civil Tech II	40	\$	100.00	\$	4,000.00
Civil Tech I	40	\$	80.00	\$	3,200.00
Administrator I		\$	50.00	\$	-
Total:				\$	15,400.00

Traffic Management Plan

Employee Type	Hours		Rate/Hr.		Estimate
Principal	4	\$	150.00	\$	600.00
Engineer/Surveyor III	8	\$	130.00	\$	1,040.00
Engineer/Surveyor II		\$	120.00	\$	-
Survey Crew		\$	155.00	\$	-
Civil Tech II	16	\$	100.00	\$	1,600.00
Civil Tech I		\$	80.00	\$	-
Administrator I		\$	50.00	\$	-
Total:				\$	3,240.00

VSMP and SWPPP

Employee Type	Hours		Rate/Hr.		Estimate
Environmental Specialist III	4	\$	130.00	\$	520.00
Environmental Specialist II	4	\$	95.00	\$	380.00
Environmental Specialist I	12	\$	80.00	\$	960.00
Survey Crew		\$	155.00	\$	-
Civil Tech II		\$	100.00	\$	-
Civil Tech I		\$	80.00	\$	-
Administrator I	2	\$	50.00	\$	100.00
Total:				\$	1,960.00

Plan Administration

Employee Type	Hours		Rate/Hr.		Estimate
Principal	24	\$	150.00	\$	3,600.00
Engineer/Surveyor III	40	\$	130.00	\$	5,200.00
Engineer/Surveyor II		\$	120.00	\$	-
Survey Crew		\$	155.00	\$	-
Civil Tech II	40	\$	100.00	\$	4,000.00
Civil Tech I		\$	80.00	\$	-
Administrator I	4	\$	50.00	\$	200.00
Total:				\$	13,000.00

Easement Plats

Employee Type	Hours		Rate/Hr.		Estimate
Principal	2	\$	150.00	\$	300.00
Engineer/Surveyor III		\$	130.00	\$	-
Engineer/Surveyor II		\$	120.00	\$	-
Survey Crew	6	\$	155.00	\$	930.00
Civil Tech II	2	\$	100.00	\$	200.00
Civil Tech I	4	\$	80.00	\$	320.00
Administrator I		\$	50.00	\$	-

Total per Plat estimate: \$ 1,750.00

	Plats	Per Plat	Estimate
Total per Phase	4	\$ 1,750.00	\$ 7,000.00

Easement Acquisitions

Employee Type	Hours	Rate/Hr.	Estimate
Principal	2	\$ 150.00	\$ 300.00
Engineer/Surveyor III		\$ 130.00	\$ -
Engineer/Surveyor II		\$ 120.00	\$ -
Survey Crew		\$ 155.00	\$ -
Civil Tech II	6	\$ 100.00	\$ 600.00
Civil Tech I	2	\$ 80.00	\$ 160.00
Administrator I		\$ 50.00	\$ -
Easement Acquisition Tech	5	\$ 100.00	\$ 500.00
Total per Parcel estimate:			\$ 1,560.00

	Parcels	Per Parcel	Estimate
Total per Phase	4	\$ 1,560.00	\$ 6,240.00

Bid & Construction Administration

Employee Type	Hours	Rate/Hr.	Estimate
Principal	12	\$ 150.00	\$ 1,800.00
Engineer/Surveyor III	12	\$ 130.00	\$ 1,560.00
Engineer/Surveyor II	12	\$ 120.00	\$ 1,440.00
Civil Tech II		\$ 100.00	\$ -
Civil Tech I	8	\$ 80.00	\$ 640.00
Administrator I	4	\$ 50.00	\$ 200.00
Total:			\$ 5,640.00

Construction Stakeout

Employee Type	Hours	Rate/Hr.	Estimate
Principal	8	\$ 150.00	\$ 1,200.00
Engineer/Surveyor III	24	\$ 130.00	\$ 3,120.00
Engineer/Surveyor II	24	\$ 120.00	\$ 2,880.00
Survey Crew	24	\$ 155.00	\$ 3,720.00
Civil Tech II		\$ 100.00	\$ -
Civil Tech I		\$ 80.00	\$ -
Administrator I	4	\$ 50.00	\$ 200.00
Total:			\$ 11,120.00

SWPPP Inspections

Employee Type	Hours	Rate/Hr.	Estimate
Environmental Specialist III	0.5	\$ 130.00	\$ 65.00
Environmental Specialist II	3	\$ 95.00	\$ 285.00
Environmental Specialist I		\$ 80.00	\$ -
Survey Crew		\$ 155.00	\$ -
Civil Tech II		\$ 100.00	\$ -
Civil Tech I		\$ 80.00	\$ -

Administrator I	\$	50.00	\$	-
Total per inspection estimate:			\$	350.00

	Inspec.	Per Inspec.	Estimate
Total per Phase	70	\$ 350.00	\$ 24,500.00

As-built Plans

Employee Type	Hours	Rate/Hr.	Estimate
Principal	2	\$ 150.00	\$ 300.00
Engineer/Surveyor III	4	\$ 130.00	\$ 520.00
Survey Crew:	8	\$ 155.00	\$ 1,240.00
Civil Tech II	16	\$ 100.00	\$ 1,600.00
Civil Tech I	8	\$ 80.00	\$ 640.00
Administrator I	2	\$ 50.00	\$ 100.00
Total:			\$ 4,400.00

Meetings & Project Management

Employee Type	Hours	Rate/Hr.	Estimate
Principal	8	\$ 150.00	\$ 1,200.00
Engineer/Surveyor III	8	\$ 130.00	\$ 1,040.00
Engineer/Surveyor II	8	\$ 120.00	\$ 960.00
Civil Tech II		\$ 100.00	\$ -
Administrator I		\$ 50.00	\$ -
Total:			\$ 3,200.00

Reimbursables

Project Estimate	\$	500.00
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Task Order not-to-exceed Total:	<u>\$ 154,459.80</u>
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Mr. Rick Furnival, PE

SDI- Sullivan Donahoe & Ingalls (SDI), PC
10720 Columbia Drive
P.O. Box 614
Fredericksburg, Virginia 22404

Dear **Mr. Furnival**,

Date August 16, 2021

Ramboll Americas Engineering Solutions, Inc. (Ramboll, f/k/a OBG) is pleased to submit this proposal for a change order to the Lake Bottom Booster Pumping Station (BPS) Design project based upon several discussions between Ramboll, SDI, and Spotsylvania County (County) following the submittal of the 100% design documents in April 2021. Details on the changes are provided further in the Objective and Project Approach below.

This change proposal is organized into the following components:

- Objectives and Project Approach
- Scope of Services
- Project Schedule
- Fee Estimate

Ramboll
4435 Waterfront Drive
Suite 205
Glen Allen, VA 23060
USA

T 804-822-4200
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<https://ramboll.com>

Objective and Project Approach

The original objective of the design of the Lake Bottom Booster Pumping Station is to raise the hydraulic grade line (HGL) of the County's water distribution system in the Fawn Lake service area to 554' to address concerns over low water pressures and to increase the capacity of the station to improve the available fire flows in the downstream zone, all as described in the Preliminary Engineering Report as revised February 2019. Following submittal of the 100% design documents to the County for review in April 2021, the County indicated that the basis of design should change to reflect deferral of the Fawn Lake ground level storage tank and booster pumping station, resulting in these changes to the basis of design for Lake Bottom BPS:

- The County no longer plans to increase the HGL for the Fawn Lake zone from 531' to 554'.
 - The 554' HGL would require the County to install pressure reducing valves inside several households surrounding the lake and lower lying areas in the southeast portion of the zone. The County also indicated that they do not want to proceed with installing pressure reducing valve vaults on the distribution system loop around the lake, which would be needed to alleviate high pressures created by the 554' HGL in those low lying areas.
 - Maintaining desired turnover of water in the Brock Road Tank would be more operationally complex with the 554' HGL, requiring regular operation of the two proposed pressure sustaining/pressure reducing valve (PSPRV) vaults feeding water into the tank. A simpler design approach is desired to turn over the water inside the tank, since, under the prior design scope, the tank will only be providing water to the Spring Creek and White Hall neighborhoods and Brock Road Elementary School.

Several meetings were held between SDI, the County, and Ramboll to help determine the best course of action for the Lake Bottom Booster Pumping Station design project. Per the County's request, the final design will include the following elements of the original design and additions that will be completed via this change order request:

- The booster pumping station discharge piping will change. An additional 16" discharge pipe will be added into the project. The new 16" line will connect the discharge of the new booster pumping station directly to the Brock Road Tank.
- The two PSPRV vaults that connect the new 16" water main to the Spring Creek neighborhood will remain in the project but would no longer need to operate on a regular basis to create turnover in the Brock Road Tank.
- A third PSPRV vault will be provided on 16" line between the booster station discharge and the Brock Road Tank. The valve vault will be installed on the northern side of the booster pumping station site and will be designed to protect the storage tank from the higher pressure water discharged by the fire pumps.
- The domestic service pumps will no longer be provided with a variable frequency drive. The pumps will be provided with a soft start motor starter and the capacity of a single pump will be increased from the 650 gpm up to 700 gpm per instructions provided by the County. The domestic pumps will be designed for one pump to operate at a time. They will be controlled via the tank level in the Brock Road Tank and the HGL of the Fawn Lake Area will remain at 531'. Everything located downstream of the tank will continue to float off the tank for domestic demands, similar to how the system currently operates.
- The fire pumps will be provided with variable frequency drives (VFD) and the design flow rate will remain at 1,500 gpm. The fire pumps would be designed to provide increased and reliable fire flows in Fawn Lake and maintain a minimum static pressure between 40 and 45 psi in the Winewood area during a fire flow event. The fire pumps would be controlled via the SCADA system and a remote pressure sensor installed in the Winewood area.
- The high pressure recirculation line on the discharge of the booster pumping station will remain to protect the distribution system from increased pressures produced by the fire pump.

Scope of Services

The scope of services for this change order proposal will be broken down into the following tasks:

- Hydraulic Model and Preliminary Engineering Report Update
- 100% Design Documents
- Submittal of the Design Documents to VDH for approval
- Bid Ready Design Documents

Task 1 – Hydraulic Model and Preliminary Engineering Report Update

Ramboll will use the most recent version of the County's calibrated hydraulic water system model to identify design parameters for the new booster pumping station. The model will be updated based upon the scope changes included under this change order and different modelling scenarios will be run to support the updates to the Preliminary Engineering Report (PER). Following completion of the modelling scenarios, Ramboll will use the information to appropriately size and select new domestic pumps, new fire pumps, and new control valves for the booster pumping station and valve vault design. The new



pump capacities and layouts will be used along with the updated modelling results to update the PER. The PER will be submitted electronically to SDI and the County for review.

Task 2 - Bid Ready Documents

Following the County's acceptance of the proposed changes, Ramboll will update the existing 100% design documents to reflect the most recent scope changes detailed in the PER. This will include the following scope of services limited to the design of the booster pumping station and the three PSPRV valve vaults:

- Process mechanical design related to the updated pumps, two existing PSPRV vaults, and the new PSPRV vault feeding the Brock Road Tank
- Structural design changes related to the updated booster pumping station and PSPRV vaults.
- Electrical and Instrumentation design changes related to the updated booster pumping station and PSPRV vaults.
- HVAC design changes related to the updated booster pumping station
- Design of one remote pressure sensing station installed inside an underground vault in the Winewood area. The current proposal is to install the vault on plot TM 18B-a-A. Ramboll's design would include the process mechanical design of the piping connections and instruments inside the vault, electrical design showing the power feed to the vault and the power distribution inside the vault, and the instrumentation design of the pressure sensing equipment and SCADA equipment to communicate with the booster station via wireless telephone.

We understand all other aspects of the design will be handled by SDI including any civil-site design and any design related to the new water line connecting the booster pumping station to the Brock Road Tank.

Task 3 - Submit Documents to VDH

The updated PER and the Bid Ready design documents will be the basis of the construction permit application submitted to the Virginia Department of Health (VDH). Ramboll will complete the Hydraulic Model Data Summary Attachment for the VDH construction permit application and submit to SDI and the County to include with the permit submittal. Ramboll assumes that SDI and the County will complete the additional forms required for a VDH construction permit. Following the submittal of the application to VDH, Ramboll assumes that one workshop will be held with VDH to discuss the project and respond to any VDH comments. Ramboll will attend the meeting and issue meeting minutes to SDI and the County for review.

Task 4 - Bid Ready Design Documents

Following receipt of the final VDH comments, Ramboll and SDI will update the design documents to incorporate VDH comments. Final Design Drawings, Specifications and construction cost estimate will then be prepared for bidding purposes. A Statement of Special Inspections memorandum will be prepared by Ramboll, the design engineer, in accordance with the International Building Code (IBC).

Schedule

Ramboll proposed the following project implementation schedule

**Task**

Kickoff Meeting

Complete hydraulic modelling analysis and complete Update to the PER

100% Design Documents

VDH Workshop

Submittal of Meeting Minutes for VDH Workshop

Bid Ready Design Documents

Duration

One (1) Week from Notice to Proceed

Three (3) Weeks from Kickoff Meeting

Three (3) Weeks following PER review and approval by County

Two (2) Weeks following submittal of 100% documents to County and VDH

Three (3) Days following workshop

Two (2) Weeks from completion of meeting minutes for VDH Workshop

Fee Estimate

We propose to perform the addition work described herein for a Lump Sum Fee of \$38,618. The following assumptions have been made in the preparation of this proposal:

- Site civil, erosion and sediment control and stormwater management designs will be completed by SDI. Design of the new water main connecting the discharge of the booster pumping station to the Brock Road Tank will also be completed by SDI.
- Review of property records, obtaining easements, right of ways, coordination with property owners and property acquisition will be completed by SDI.
- Ramboll's project scope is limited to the new pump station and the three proposed PRVs and vaults, as detailed herein. Distribution system upgrades outside of the improvements required for the installation of the three referenced PSPRV vaults and associated appurtenances are considered to be out of scope of the project.

We are available to begin this work immediately upon authorization to proceed. We appreciate the opportunity to work for SDI. To authorize the work detailed in this change order fee proposal as part of the existing contract for the Lake Bottom Booster Pumping Station dated January 3, 2019, please countersign on the line below and return to Ramboll. If you have any questions, please do not hesitate to contact the undersigned at (301) 731-1162.

Yours sincerely

George Rest, PE
Senior Vice President

Tyler C. Padden, PE
Project Manager

Signed on this day: _____

By: _____

Rick Furnival, PE
SULLIVAN DONAHOE & INGALLS, P.C

Late Bottom Booster Pump Station Final Design Change Order Sullivan, Donohoe & Ingalls, P.C. VA											
Tasks	Officer, Program Director	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager	Managing Director, Sr. Project Manager
Project setup and initial meeting	1	2									
Task 1 - Hydraulic Modeling and P&ID Update	1	6									
Complete Hydraulic Modeling		12									
Update P&ID Documents	1										
Task 2 - Complete 100% Design Documents											
Complete 100% Electrical Design		1									
Complete 100% I&C Design		1									
Complete 100% Process Mech. Design		2									
Complete 100% Structural Design		1									
Complete 100% HVAC Design		1									
Construction Cost Estimate	1	4									
Task 3 - VDOT Permitting											
Complete VDOT Permit Forms		1									
VDOT Permit Workshop	2	12									
Task 4 - Complete Bid Ready Documents											
VDOT Workshop Meeting Minutes		4									
Bid Ready Documents - Electrical		1									
Bid Ready Documents - I&C		1									
Bid Ready Documents - Process Mech.	1	1									
Bid Ready Documents - Structural		1									
Bid Ready Documents - HVAC		1									
Bid Ready Documents - Cost Estimate		1									
Project Totals	8	48	13	64	34	22	48	18	235	27,718	38,018

Hourly Billing Rates (2021)	\$225	\$210	\$199	\$182	\$168	\$159	\$126	\$107	\$87	\$72
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Note: Estimate based on hourly billing rates for 2021/2022 BOA



SPOTSYLVANIA COUNTY

Brock Tank/Booster Station Waterline

Project Budget Worksheet

Project # WT2205

	Current Balance (as of Sept. 17, 2021)	Revisions (Sept. 28, 2021)	Revised Balance (Sept. 28, 2021)
<u>Project Costs:</u>			
Design	\$870,868	(\$100,000)	\$770,868
Sullivan Donohue & Ingalls	\$0	\$100,000	\$100,000
Total Project Costs	\$870,868	\$0	\$870,868
<u>Project Funding:</u>			
Cash	\$870,868	\$0	\$870,868
Total Project Funding	\$870,868	\$0	\$870,868



SPOTSYLVANIA COUNTY

Lake Bottom Booster Station

Project Budget Worksheet

Project # WT2104

	Current Balance (as of Sept. 17, 2021)	Revisions (Sept. 28, 2021)	Revised Balance (Sept. 28, 2021)
<u>Project Costs:</u>			
Design	\$0	\$0	\$0
Sullivan Donohue & Ingalls	\$0	\$54,460	\$54,460
Construction	\$2,014,803	(\$54,460)	\$1,960,343
Total Project Costs	\$2,014,803	\$0	\$2,014,803
<u>Project Funding:</u>			
Cash	\$2,014,803	\$0	\$2,014,803
Total Project Funding	\$2,014,803	\$0	\$2,014,803

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Task Order #18-37 to Draper Aden Associates, Inc. for Cells II A & II B Construction Documents and Bidding for Livingston Landfill

Type: Action

Agenda Title: Approval of Task Order #18-37 to Draper Aden Associates for Cells II A and II B Construction Documents and Bidding for Livingston Landfill

Recommendation: Approve Task Order to Draper Aden Associates in the amount of \$107,000.00 to provide solid waste engineering services for Cells II A and II B Construction Documents and Bidding for Livingston Landfill. The Task Order has been reviewed and approved as to form by the County Attorney's Office.

Summary: Services under this Task Order includes preparation of construction documents to include construction drawings and a project manual for bidding documents and technical specifications for constructing Cells II A and II B at Livingston Landfill. Work under this task order consists of liner construction, erosion and sediment control/stormwater management, leachate collection and removal system (external and internal to cells).

The work authorized by this contract shall be for solid waste engineering services related to the construction of Cells II A and II B at Livingston Landfill. Procurement Policy for individual Task Orders was followed and the details concerning the Consultant's responsibilities for this particular task are included in the attached Task Order and Proposal.

Financial Impact: Adequate funding is budgeted and appropriated within SW1502, for award of this contract for this purpose

Staff Contacts: Ben Loveday, Assistant County Administrator, Toni Vaughan, Procurement Division Administrator

Legal Counsel:

Jessica DesNoyer, Assistant County Attorney

Task Order is signed by vendor and County Attorney’s Office and is attached. This Task Order is in compliance with current Contract #17-33-EG-01 for solid waste engineering services previously approved by the Board.

Additional Background/Other Considerations:

County departments have utilized Task Order based agreements for the last several years. Task Order based agreements allow for increased efficiencies in terms of time and value to the tax payer. Procurement policy is followed in all task order based agreements and task orders valued at \$100,000 and greater are presented to the Board of Supervisors for approval.

Consequence of Denial/Inaction:

Failure to approve this task order will not allow for expansion of the landfill and the county will be in violation of the mandated regulatory requirements in accordance with Department of Environmental Quality and the Solid Waste Management Regulations.

ATTACHMENTS:

File Name	Description	Type
Task_Order_18-37_-_signed_by_DAA_-_for_BOS.pdf	Project Budget Worksheet - Draper Aden Associates	Backup Material

 9/22/21
ASSA. COUNTY ATTORNEY Dated

TASK ORDER NUMBER 18-37
Cells IIA and IIB Construction Documents and Bidding
To the Agreement Between
Spotsylvania County and Draper Aden Associates
August 20, 2021

THIS TASK ORDER is executed under the terms of the Master Services Agreement for general engineering services, between Spotsylvania County (County) and Draper Aden Associates (Engineer) as signed by the County and is incorporated as part of that Agreement.

EFFECTIVE DATE

This Task Order is effective as of the date of the County's signature.

 8/30/21
Benjamin L. Loveday, P.E.
Assistant County Administrator
Utilities/Public Works Department
County of Spotsylvania, Virginia

SCOPE OF SERVICES

Engineer shall provide the following specific services relative to preparation of construction documents, submission of the documents to the County for review and comment and assist with obtaining bids for construction of Cells IIA and IIB at the Livingston Landfill.

Engineer will prepare project construction documents to include construction drawings and a project manual that contains bidding documents, instructions, and technical specifications. The construction drawings will be based on the Permit Drawings for the Cells IIA and IIB disposal areas, submitted to the Virginia Department of Environmental Quality on June 4, 2021.

The work will generally address the following elements: liner construction, erosion and sediment control/stormwater management, leachate collection and removal system (external and internal to cells), leachate holding basin, borrow area development, stockpile area development, ancillary road work, and relocation of electrical service lines .

The work is generally outlined as indicated below:

- Preparation of design drawings including the following:
 - Title Sheet
 - Notes and legend
 - Existing conditions
 - Initial erosion and sediment control plans
 - Base grades
 - Engineering modifications grades and internal leachate piping
 - External leachate lines (gravity and force mains)
 - New leachate holding basin
 - Leachate pump station for Cell IIA
 - Road grading
 - Borrow and stockpile area site plans
 - Erosion control and stormwater management

TASK ORDER NUMBER 18-37
Cells IIA and IIB Construction Documents and Bidding
To the Agreement Between
Spotsylvania County and Draper Aden Associates
August 20, 2021

- Details
- Preparation of specifications as follows:
 - Upfront documents provided by the County or supplemented by Engineer's typical documents
 - Development of bid form
 - Use of technical specifications generally included in the permit
 - Use of CQA manual included in the permit
- Provision of other design work as follows:
 - Erosion and sediment control plan (narrative, drawings, and calculations) for County review and approval.
 - Opinion of probable cost for construction
 - Notification to DEQ that the County intends to construct
- Once documents are drafted the following activities will be initiated:
 - Submittal to Spotsylvania County for internal review by the Solid Waste Division
 - Submittal to Spotsylvania County for review and approval of the land disturbance (one round of response included)
 - Finalization of bid documents for agreed upon revisions
- Bidding services to include:
 - Assistance with document distribution (it is assumed that documents will be posted on the County's procurement website)
 - Response to bidding inquiries
 - Assistance with preparation of addenda if needed
 - Attendance at the bid opening
 - Review of bids received, and
 - Recommendation to the County regarding the bids received.
 - Assist County with preparation of the Notice of Award.

This task is considered complete upon issuance of the notice of award.

CONSULTANTS

The following consultants are required to complete the work under this task and are included in the fee estimates below:

Engineers Plus for electrical design

TASK ORDER NUMBER 18-37
Cells IIA and IIB Construction Documents and Bidding
To the Agreement Between
Spotsylvania County and Draper Aden Associates
August 20, 2021

DELIVERABLES AND SCHEDULE

The construction document preparation effort will begin upon authorization by the County to limit the potential for delays and loss of disposal capacity by the time the new cells are utilized. DAA will accelerate the process to the extent possible. It is understood that the project will be bid around February or March 2022 with construction to begin around April or May 2022.

ASSUMPTIONS

The Scope of Services presented is based upon the following assumptions and conditions.

- The project area shall be limited to the Cells IIA and IIB area described in the submitted permit documents.
- Additional surveying services are not included. The latest aerial mapping is assumed to be adequate for preparation of construction.
- The County will provide prompt and timely review of the draft reports and submissions.
- Additional site plan or local government site plan requirements beyond erosion and sediment control review are not included in the scope.
- The County will advertise the project and pay for the costs of advertising.
- Additional geotechnical investigations to identify soil borrow sources or to confirm suitability of soil borrow proposed by the Contractor will not be required from Engineer.

OWNER'S RESPONSIBILITIES

The County shall have those responsibilities set forth in the Master Agreement with additions as follows:

No additional responsibilities

COMPENSATION

Engineer's compensation is based on the payment procedures outlined in Article 4 of the Master Agreement between Spotsylvania County and Draper Aden Associates.

Construction Drawings and Project Manual	\$88,000
Bidding Services	<u>\$19,000</u>
Total For Task Order, T&M NTE	\$107,000

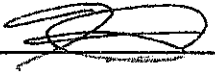
Services as described herein will be provided on a time and material basis in accordance with the Terms and Conditions of the Master Services Agreement between Owner and Engineer. In the event of a change of scope, the County will be informed immediately upon discovery that the fees presented may be

TASK ORDER NUMBER 18-37
Cells IIA and IIB Construction Documents and Bidding
To the Agreement Between
Spotsylvania County and Draper Aden Associates
August 20, 2021

exceeded and given an estimate of additional costs before work is continued. The cost of the work and methods of payment shall be in accordance with the agreement between Owner and Engineer.

IN WITNESS WHEREOF, the parties have signed this Task Agreement.

DRAPER ADEN ASSOCIATES

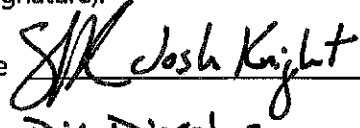
By (Signature):  _____

Name Michael D Lawless, P.G.

Title Vice President

Date August 20, 2021

SPOTSYLVANIA COUNTY

By (Signature):  _____

Name Josh Knight

Title Div. Director

Date 8/23/2021

SW1502 Livingston Development
310 9140 802 8903

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Approval of Transportation Alternatives Program (TAP) Final Applications

Type: Action, Resolution, Power Point Presentation

Agenda Title: Approval of Transportation Alternatives Program (TAP) Final Applications

Recommendation: Staff recommends that the Board of Supervisors approve the three County final applications for the State's Transportation Alternatives Program (TAP).

Non-Staff Name and Title of Presenters: TAP is a transportation grant funding opportunity for up to \$2 Million in funding for bicycle/pedestrian projects. The County has 3 candidate project applications that have been approved by the Transportation Committee. A resolution of support is needed for application submission October 1st.

Summary: The TAP program is a State Transportation Funding Program that provides about \$2,000,000 Million in Fredericksburg District and \$22,000,000 statewide for bicycle and pedestrian transportation projects every two years. This round of TAP had its pre-application process deadline on July 1, 2021 and its final application deadline is set for October 1, 2021. Board action is requested to support the three Transportation Committee recommendations on TAP final application projects:

1. Smith Station Road Shared Use Path
2. Germanna Point Drive Shared Use Path: Germanna Community College to US 17
3. Chancellor Park Drive Sidewalk

The State is expected to make TAP project selections in early Spring of 2022 and funding allocations by June, 2022.

Committee/Commission Summary:

Other

Review Date:

09/16/2021

Status:

Approved

Financial Impact:

The TAP program provides an opportunity for the County to obtain up to \$2,000,000 in state funding for eligible transportation projects.

Staff Contacts:

Paul Agnello, Assistant Director for Transportation Planning
Rodney White, Transportation Planner

Consequence of Denial/Inaction:

Board of Supervisors support is needed for TAP Final Applications and the State deadline for submitting Final Applications is October 1, 2021. If the Board of Supervisors does not approve these Final Applications, the County will lose an opportunity for up to \$2,000,000 in State funding for transportation projects.

Talking Points:

TAP is a transportation grant funding opportunity for up to \$2 Million in funding for bicycle/pedestrian projects. The County has 3 candidate project applications that have been approved by the Transportation Committee. A resolution of support is needed for application submission October 1st.

ATTACHMENTS:

File Name	Description	Type
Resolution_2021_Transportation_Alternatives_Final_Applications.docx	Resolution of Support	Resolution
TAP_FinalApplications.pdf	TAP Project Overview	Backup Material

At a regular scheduled meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

**A RESOLUTION SUPPORTING
THE TRANSPORTATION ALTERNATIVES PROGRAM
FINAL APPLICATIONS FOR FY22**

WHEREAS, Spotsylvania County Board of Supervisors herein by reference identify three applications for consideration in the FY 22 Transportation Alternatives Program (TAP) final application period; and

WHEREAS, the Commonwealth of Virginia is providing an opportunity for about \$2,000,000 in TAP funding for Fredericksburg District evenly split between the FY-23 and FY-24 years for eligible projects that are selected for this FY 22 round of TAP; and

WHEREAS, the Transportation Committee has reviewed and recommends the following three projects:

1. Smith Station Road Shared Use Path
2. Germanna Point Drive Shared Use Path: Germanna Community College to US 17
3. Chancellor Park Drive Sidewalk

WHEREAS, the Spotsylvania County Board of Supervisors hereby support these three final applications for consideration in the TAP Program for FY22; and

NOW, THEREFORE, BE IT RESOLVED, this Board endorses these three final applications for the TAP Program for FY22, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Transportation Committee.

(SEAL)

A COPY TESTE: _____

Aimee Mann, Deputy Clerk

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic design.

Transportation Alternatives Program Final Applications

September 28, 2021

Transportation Alternatives Program Funding Opportunity

Transportation Alternatives Program (TAP) - \$2 to \$2.5 Million for Fredericksburg District

- ▶ Funding Years: FY-23 & FY-24
- ▶ Match Requirement: 20%

Application Deadlines:

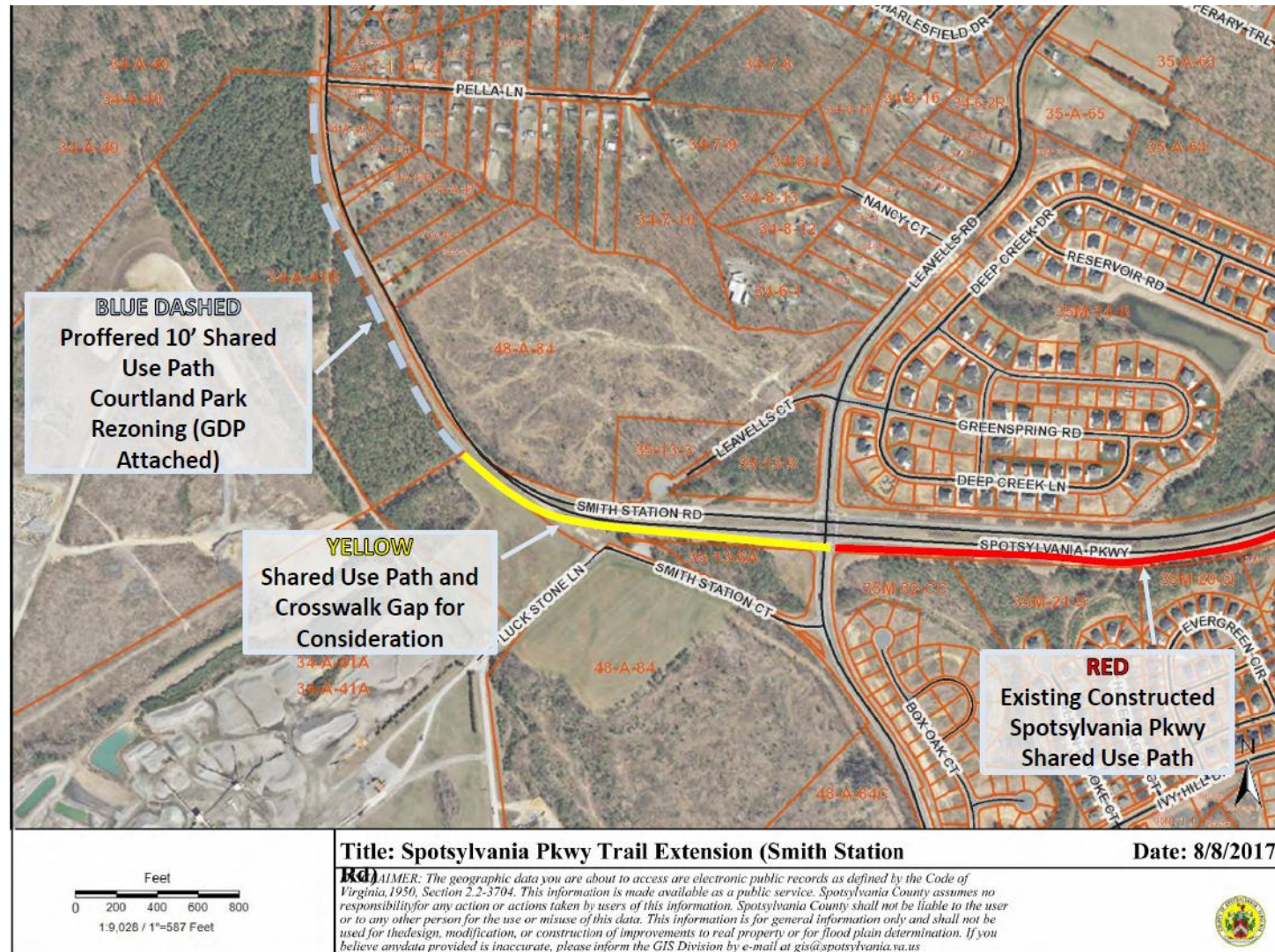
July 1st - Pre-Application

October 1st - Final Application

TAP Candidate Projects

1. Smith Station Road Shared Use Path
2. Germanna Point Drive Shared Use Path: Germanna Community College to US Rte 17
3. Chancellor Park Drive Sidewalk (Safe Routes to School Special Program within TAP)

TAP Candidate Project: Smith Station Road Shared Use Path



TAP Candidate Project: Germanna Point Drive Shared Use Path

Path: Germanna Community College to US Rte 17



TAP Candidate Project: Chancellor Park Drive Sidewalk (Safe Routes to School Special Program within TAP)



Safe Routes to School Program Candidate

Would provide a sidewalk connection to 3 schools:

1. Harrison Road Elementary
2. Chancellor Middle School
3. Chancellor High School

Length: About 1/3rd of a mile or 1,760 feet

Expected proffer for this project from
Saddle Creek Rezoning Case

Action Item: TAP Final Applications

Planned TAP Final Applications:

- ▶ **Smith Station Road Shared Use Path**
- ▶ **Germanna Point Drive Shared Use Path: GCC to Lee Hill School Drive/US 17**
- ▶ **Chancellor Park Drive Sidewalk (Safe Routes to School Special Program within TAP)**

Total Request Cost: Under development

County Required Matching Funding: 20% of total cost

Note: No limit on total cost or number of projects, but only \$2 to \$2.5 Million expected for Fredericksburg District

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Authorization of Public Hearing to Amend the County Code to Delay the Effective Date of the County Cigarette Tax

Type: Action

Agenda Title: Authorization of Public Hearing to Amend the County Code to Delay the Effective Date of the County Cigarette Tax

Recommendation: Staff recommends that the Board authorizes a public hearing to receive public comment on the proposed amendment to Spotsylvania County Code, Chapter 21, Article XV to delay the effective date of the Cigarette Tax from October 1, 2021 to January 1, 2022.

Summary: Staff was notified on September 9, 2021 that the Northern Virginia Cigarette Tax Board (NVCTB) is not prepared to begin collecting and enforcing Spotsylvania's Cigarette Tax on October 1, 2021 as called for in County Code Chapter 21, Article XV. As such, an amendment is necessary to the County Code to delay the effective date to January 1, 2022. The NVCTB fully anticipates being ready to move ahead with the January 1, 2022 date.

An amendment to the County Code must occur through a public hearing and the County must advertise notice of the public hearing twice ahead of the public hearing date. Staff requests that the Board authorize a public hearing on this matter to occur on October 12 so we are able to move ahead with the required public notification.

Financial Impact: A conservative estimate of \$310,000 was assumed for Cigarette Tax revenue for the FY 2022 budget. Staff fully expects that any loss in revenue from the delayed in the effective date of the Cigarette Tax will be offset by probable increases in other revenue line items.

Staff Contacts:	Bonnie Jewell, Assistant County Administrator/Chief Financial Officer
Legal Counsel:	Susan Cooke, Deputy County Attorney
Additional Background/Other Considerations:	N/A
Consequence of Denial/Inaction:	If denied, the ordinance will remain with an effective date of October 1, 2021, but there will be no way to collect and enforce the Cigarette Tax at this time.

ATTACHMENTS:

File Name	Description	Type
Ordinance_-_21-362_-_DRAFT.docx	Draft Ordinance	Ordinance
Cigarette Ordinance Amendment Ad_-_DRAFT.docx	Ordinance Ad	Backup Material

Draft

At a meeting of the Spotsylvania County Board of Supervisors held on October 26, 2021, on a motion by _____, seconded by _____ and passed _____, the Board adopts the following ordinance:

ORDINANCE NO. 21-94

To amend Chapter 21, Taxation, Article XV, Section 21-362, to establish and levy a local tax upon the sale of cigarettes within Spotsylvania County, as follows:

PUBLIC HEARING: October 26, 2021

WHEREAS, the Spotsylvania Board of Supervisors adopted the Spotsylvania County Cigarette Tax Ordinance on June 22, 2021; and

WHEREAS, the Spotsylvania Board of Supervisors adopted uncodified Ordinance No. 2021-01 on June 22, 2021, authorizing Spotsylvania County to join the Northern Virginia Cigarette Tax Board (the "NVCTB") for the administration and collection of the cigarette tax in Spotsylvania County; and

WHEREAS, at the time the ordinances were adopted, the NVCTB anticipated initiating administration and collection of Spotsylvania County's cigarette tax as of October 1, 2021; and

WHEREAS, the NVCTB has determined that it is not able to initiate the administration and collection of Spotsylvania County's cigarette tax until on or after December 1, 2021; and

WHEREAS, the Spotsylvania County Board of Supervisors finds it necessary and appropriate to amend the date to commence administration and collection of the Spotsylvania County cigarette tax to on or after January 1, 2022;

WHEREAS, the Spotsylvania Board of Supervisors held a public hearing, duly advertised in a local newspaper for a period of two weeks, on October 12,, 2021 and October 19,, 2021, and interested citizens were offered an opportunity to be heard; and

WHEREAS, the general welfare is served by approval of the code amendment.

NOW, THEREFORE, THE BOARD OF SUPERVISORS FOR THE COUNTY OF SPOTSYLVANIA HEREBY ORDAINS:

§ 1. That Chapter 21, Article XV, Sec. 21-362, is hereby **amended** and **re-ordained** as follows:

Sec. 21-362. Levy and rate.

In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby levied and imposed by the County upon every person who sells or uses cigarettes within the County an excise tax at a rate of thirty cents (\$0.30) for each package containing twenty cigarettes and two cents (\$0.02) for each cigarette contained in packages of fewer or more than twenty cigarettes sold or used within the County on or after January 1, 2022. The tax must be paid and collected in the manner and at the time hereinafter prescribed; provided, that the tax payable for each cigarette or cigarette package sold or used within the County must be paid but once.

§ 2. This ordinance shall be in force and effect upon adoption.

(Ord. No. 21-93, 6-22-21; Ord. No. 21-94, 10-26-21)

Board of Supervisors of Spotsylvania County
Adopted _____

NOTICE OF PUBLIC HEARING

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:30 pm on Tuesday, October 26, 2021, located at the Holbert Building, Board of Supervisors Board Room, 9104 Courthouse Road, Spotsylvania, Virginia 22553, **to receive public comment on a proposed amendment to Spotsylvania County Code, Chapter 21, Taxation, Article XV, Sec. 21-362, to establish and levy a local tax upon the sale of cigarettes within Spotsylvania County.**

The proposed amendment to Section 21-362 delays authorization to levy and impose the cigarette excise tax from October 1, 2021, until on or after January 1, 2022.

A copy of the full text of the ordinance is on file in the Office of the County Administrator, located at 9104 Courthouse Road, Spotsylvania, Virginia, 22553, (please call 540-507-7010 to arrange a time to view); and will be available online for viewing on October 19, 2021 as part of the agenda for the October 26, 2021 meeting which can be accessed here:

<https://www.spotsylvania.va.us/1547/Meeting-Agendas>.

The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator at (540) 507-7010 of any accommodations you may require at least five days before the meeting you wish to attend.

Those desiring to submit written comments to be read publically to the Board may do so immediately by going to the following website www.spotsylvania.va.us/comments, or by placing written comments in the Treasurer's Office drop box outside the Holbert Building at 9104 Courthouse Road, Spotsylvania, VA 22553. Comments submitted via the Treasurer's Office drop box should be in a sealed envelope which is clearly marked with "*Cigarette tax delay.*" Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.

Additionally, comments may be mailed to the attention of Aimee Mann at PO Box 99, Spotsylvania, VA 22553. Mailed comments must be received by close of business on the Monday prior to the BOS meeting date in order for them to be read into the public record at the hearing.

Submissions of written comments must include the citizen's name and voting district. Please construct your written comments in such manner that they are limited to three (3) minutes when read at a typical oral reading pace. For comments provided in representation of a group, the time limit is five (5) minutes.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Authorization of Public Hearing- Conveyance of
Private Utility Easement to Sandra G. Baxter
Revocable Trust Through Tax Map 23-A-49A

Type: Action

Agenda Title: Authorization of Public Hearing- Conveyance of
Private Utility Easement to Sandra G. Baxter
Revocable Trust Through Tax Map 23-A-49A

Recommendation: Approve the authorization of public hearing to
consider conveyance of the requested easement.

Summary: The Sandra G. Baxter Revocable Trust is requesting a
private utility easement across the County parcel Tax
Map 23-A-49A. The easement will serve the Age-wise
development as previously approved by the Board.
The easement as requested does not impact the
County's future use of the property. The developer
will compensate the County \$400.00 for conveyance
of the easement.

Financial Impact: None

Staff Contacts: Benjamin Loveday, PE, Assistant County
Administrator, Community Operations

Legal Counsel: Alexandra Spaulding, Senior Assistant County
Attorney

Additional Background/Other Considerations: None

Consequence of Denial/Inaction: A public hearing would not be held and the County
could not consider conveyance of the requested
easement. The development as approved by the Board
of Supervisors would be required to establish a new
route for the private utility connection.

ATTACHMENTS:

File Name	Description	Type
Deed_of_Easement_TM_23-A-		

49A_(1).pdf	Deed of Easement TM 23-A-49A	Agreement
Plat_Auth_for_PH_TM_23-A-49A_(1).pdf	Plat TM 23-A-49A	Plat

Prepared by: Alexandra Spaulding, Sr. Asst. Co. Attorney, VSB #48800
Address: Office of the County Attorney,
9105 Courthouse Road
Spotsylvania Courthouse, VA 22553

EXEMPT FROM TAXES PURSUANT TO VIRGINIA CODE SECTION 58.1-811(3) Tax Map No. 23-A-49A

THIS DEED OF EASEMENT (“Deed”), is made this ____ day of _____ 2021, by and between the COUNTY OF SPOTSYLVANIA, Virginia, a political subdivision of the Commonwealth of Virginia (“County” or “Landowner”), Grantor, and SANDRA G. BAXTER REVOCABLE TRUST (“Trust”), Grantee, by and through Sandra G. Baxter, Trustee (“Trustee”), and any heirs, successors, or assigns (collectively “Grantee”).

THIS DEED WITNESSETH THAT for and in consideration of Four Hundred Dollars and 00/100 (\$400.00) cash in hand paid to the County by the Trust, and other good and valuable consideration, the receipt of which is hereby acknowledged, the County does hereby grant and convey a non-exclusive 20-foot private utility easement (“Easement”) with General Warranty of title, all of that certain property identified as a “20’ PRIVATE UTILITY EASEMENT HEREBY GRANTED, as shown and designated on the plat dated Dec. 6, 2019, and last revised on Feb. 24, 2020, entitled “EASEMENT PLAT TM 23-A-49A AND TM 22E-8-A OPEN SPACE CHANCELLOR GREEN CHANCELOR MAGISTERIAL DISTRICT AND COURTLAND MAGISTERIAL DISTRICT SPOTSYLVANIA CO., VA.” (“Plat”) (formerly titled “EASEMENT PLAT TM 23-A-49A and TM 22E-8-A OPEN SPACE CHANCELLOR GREEN SALEM DISTRICT SPOTSYLVANIA CO., VA”), which is recorded simultaneously herewith and which is incorporated herein by this reference, for the purpose of installation, inspection, maintenance, operation, repair, and replacement of private utility lines, pipes, and facilities (“Private Facilities”) beneath, upon, and over the strip of land shown and designated on the Plat. Such Easement, which shall run with the land, is subject to the following:

1. All Private Facilities and appurtenances installed in or on said Easement now or in the future by or for the Grantee shall be and remain the property of the Grantee.
2. The Grantee shall have the right to inspect, maintain, operate, repair and replace its installed Private Facilities within the Easement and will have such rights and privileges as may be reasonably necessary for the full use for any of the aforesaid purposes of the Easement and rights herein granted.
3. The Grantee, and its contractors, agents, and employees, for the purpose of installing, inspecting, maintaining, repairing and replacing the Private Facilities and appurtenances thereto shall have the right and easement of ingress and egress over any lands of the Grantor

immediately adjacent to the described Easement in such manner as shall occasion the least practicable damage and inconvenience to the Grantor and to the public.

4. To the extent proper installation, inspection, maintenance or other act related to the Private Facilities would require the Grantee (and/or any other permitted on the property at the request of the Grantee) to block all public access to the Easement area, the Grantee shall provide to the County, through its County Administrator, the Building Director, and the Planning Director, written notice no less than 20 business days in advance before blocking all access. The Grantee for the purpose of installation, inspection, maintenance, repair or replacement of the Private Facilities will post notice in the area with multiple signage of the proper nature as well as put safety measures in place, as determined by the County in its sole discretion for the safety of the general public.
5. Along with any other requirements of the County's Site Plan approval process, prior to Grantee, its employees, agents, contractors, and any or all others accessing the Easement for the purpose of installation, inspections that involve land disturbance, maintenance, repairs, and replacement of the Private Facilities, Grantee shall provide the following to the County Administrator, the Utilities Director, the Building Director, and the Planning Director for approval, said approval being a condition of the rights herein granted: 1) A set of detailed plans and profile design drawings setting out the design of the Private Facilities and any attendant facilities and appurtenances thereto. The plans will show on the same sheet the plan and design of the contiguous sections of easements and the proposed Private Facilities. The design and detailed plans required by this section and all subsequent revisions thereof shall be prepared in accordance with all applicable, federal, State and County laws and standards. 2) A timeline for accomplishing the work intended, which timeline shall be approved by the County through its County Administrator, the Utilities Director, the Building Director, and the Planning Director based upon a reasonable standard for the type of work being done. Should the work not be able to be accomplished in the time approved by the County, the Grantee will request an extension, in writing, such request being sent to the County Administrator and the three department directors and state the reasons for such request. 3) The proposed signage and safety measures to be taken based upon the nature of the work being done.
6. If the Grantee desires to deviate from the plans and/or specifications, which have been

approved, or to make any changes or revisions thereto, the Grantee shall make such request to the County, in writing, such request being sent to the County Administrator, the Utilities Director, the Building Director, and the Planning Director, and state the reasons for such request. Revised plans, specifications, and other data required in Paragraph 5, shall accompany the request.

7. When any work on the private utility facility is done, the Grantee will immediately and completely restore any area it disturbs on the County's property within or without the Easement to its condition prior to such disturbance, utilizing the same type materials as found prior to such disturbance, as determined by the County in its sole discretion. If the County is required to undertake any restoration work related to Grantee's use of the Easement, the Grantee agrees to reimburse the County in full for the County's expended cost, to include materials and labor, immediately upon written demand by the County for such sums.
8. The Grantee agrees to maintain the Private Facilities in good working order at all times and for as long as the Private Facilities are privately owned and being used for the purposes for which they are intended.
9. Should the use of or need for the Private Facilities ever cease to exist for whatever reason, or should the Grantee ever abandon the Private Facilities, the Grantee will, solely at its own expense, remove the Private Facilities and, as required herein, restore the County's property fully. The exception to this requirement would be if the County specially agrees in writing to allow the Grantee to abandon the private facilities in place.
10. The Grantee, its successors or assigns, its agents, contractors and employees, have no authority to grant any other party the right to use, and will not themselves use any part of the area within such Easement for any purpose or in any manner other than for the purpose for which this Easement was granted.
11. The County reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the Easement by the Grantee for the purposes aforesaid.
12. Notwithstanding the County's sole discretion related to various provisions in this Easement, the Grantee releases, acquits, waives, and forever discharges Spotsylvania County, Virginia, the Board of County Supervisors of Spotsylvania County, Virginia, any

and all its officers, agents, employees, and volunteers, and their heirs, executors and assigns from any liability now accrued or hereafter to accrue on account of any and all claims or causes of action which may now or may hereafter accrue for bodily injuries, personal injuries, damage to property, loss of services, medical expenses, lost wages, pain and suffering, economic losses, contribution, indemnity, and losses or damages of any and every kind or nature whatsoever, now known or unknown or that may hereafter develop, sustained or received in connection with the installation, inspection, maintenance, operation, repair, replacement, or any action taken related to the aforementioned Private Facilities by the Grantee, its employees, contractors, agents, heirs, successors, or assigns.

13. Nothing herein shall be deemed to prohibit the placement of anything, including but not limited to: structures, roads, and fences by the County within the Easement.
14. The County Administrator or his/her designee is empowered by the Board of Supervisors to review all subsequent submissions and grant approval, which will be demonstrated by his/her notarized signature on items submitted as required herein.
15. Nothing herein will impose any duty upon the County owed to any private party or the public generally to enforce any of the provisions herein.
16. This instrument covers all the agreements between the parties.

The County of Spotsylvania, Virginia, acting by and through its Board of Supervisors, on September 14, 2021, did adopt the attached Resolution No. _____ by which the Board approved and authorized the granting of the Private Facilities easement over and upon TM #23-A-49A to Sandra G. Baxter Revocable Trust.

SIGNATURES ON THE FOLLOWING PAGE

WITNESS the following signatures and seals:

SANDRA G. BAXTER REVOCABLE TRUST

By: _____
Sandra G. Baxter, Trustee

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

The foregoing document was acknowledged before me this ____ day of _____, 2021,
by Sandra G. Baxter who is the Trustee of Sandra G. Baxter Revocable Trust.

Notary Public

My Commission Expires: _____
Registration number: _____

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____
Ed Petrovitch, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing document was acknowledged before me this ____ day of _____, 2021,
by Ed Petrovitch, who is the County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____
Registration number: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

OWNER'S CONSENT AND DEDICATION

THE EASEMENT SHOWN ON THIS PLAT FOR TAX MAP 23-A-49A AND TAX MAP 22E-8-A, OPEN SPACE, CHANCELLOR GREEN, SITUATED IN THE CHANCELLOR AND COURTLAND MAGISTERIAL DISTRICTS, SPOTSYLVANIA COUNTY, VIRGINIA IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS THEREOF; THE NON-PRIVATE EASEMENT SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE PUBLIC USE. THE UNDERSIGNED OWNERS CERTIFY THAT THE EASEMENT SHOWN HEREON IS NECESSARY FOR THE REASONABLE DEVELOPMENT AND USE OF THE PROPERTY.

THE SAID TAX MAP 23-A-49A HEREBY HAVING BEEN CONVEYED TO COUNTY OF SPOTSYLVANIA, VIRGINIA, BY SILVER COMMUNITIES, INC., BY DEED DATED AUGUST 14, 1992, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY, VIRGINIA, IN DEED BOOK 1056, PAGE 609.

THE SAID TAX MAP 22E-8-A, OPEN SPACE, CHANCELLOR GREEN HEREBY HAVING BEEN CONVEYED TO CHANCELLOR GREEN CIVIC ASSOCIATION, INCORPORATED, BY MICHAEL R. LAVINGTON AND C. JUNE LAVINGTON, BY DEED DATED JUNE 11, 1990, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY, VIRGINIA, IN DEED BOOK 918, PAGE 531.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2020.

(SEAL)
ED PETROVITCH
COUNTY ADMINISTRATOR
COUNTY OF SPOTSYLVANIA, VIRGINIA

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, TO WIT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
ED PETROVITCH, COUNTY ADMINISTRATOR
COUNTY OF SPOTSYLVANIA, VIRGINIA

THIS _____ DAY OF _____, 2020
MY COMMISSION EXPIRES:
MY REGISTRATION NUMBER IS:

NOTARY PUBLIC

(SEAL)
JON REED
CHAIRMAN
CHANCELLOR GREEN CIVIC ASSOCIATION, INCORPORATED

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, TO WIT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
JON REED, CHAIRMAN
CHANCELLOR GREEN CIVIC ASSOCIATION, INCORPORATED

THIS 2nd DAY OF March, 2020
MY COMMISSION EXPIRES: November 30, 2020
MY REGISTRATION NUMBER IS:

277870
[Signature] NOTARY PUBLIC

GENERAL NOTES

- TAX MAP PARCEL: 23-A-49A, 22E-8-A
- PARCEL ZONING: R1
- THIS PROPERTY WILL BE SERVICED BY PUBLIC WATER AND SEWER
- THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
- THIS SURVEY DOES NOT ADDRESS TOXIC OR CONTAMINATED WASTE OR SOIL CONDITIONS NOR HAVE ANY REPORTS, STUDIES, ETC... BEEN FURNISHED TO THIS SURVEYOR OTHER THAN THOSE NOTED.
- NO PORTION OF THE LAND HEREON IS LOCATED IN THE F.I.R.M. 100 YEAR SPECIAL FLOOD HAZARD AREA ZONE "A", AS INDICATED ON FEMA MAP 510308 0075C DATED FEBRUARY 18, 1998. HOWEVER, THE LAND IS LOCATED IN ZONE "X".
- LANDOWNER: 23-A-49A
SPOTSYLVANIA COUNTY, VIRGINIA
ATTN: ED PETROVITCH
9104 COURTHOUSE ROAD
SPOTSYLVANIA, VA 22553
22E-8-A
CHANCELLOR GREEN CIVIC ASSOCIATION, INCORPORATED
ATTN: JON REED
816 KILARNEY DRIVE
FREDERICKSBURG, VA 22407
- CBPA IS AN OVERLAY DISTRICT FOR THE ENTIRE SPOTSYLVANIA COUNTY AND THE PARCEL DESCRIBED WITHIN THIS PLAT LIES WITHIN THE RMA FEATURES AND DOES NOT CONTAIN RPA FEATURES WITHIN THE CHESAPEAKE BAY PRESERVATION AREA OVERLAY DISTRICT.
- PORTIONS OF THE PROPERTIES ARE LOCATED IN THE PRIMARY ZONE OF THE HIGHWAY CORRIDOR OVERLAY DISTRICT. HOWEVER, THESE PORTIONS ARE IN AREAS OF THE PROPERTY NOT SHOWN ON THE PLAT.



CERTIFICATE OF APPROVAL

BASED ON THE REPRESENTATIONS CONTAINED IN THE OWNER'S CONSENT, THE NON-PRIVATE EASEMENT SHOWN HEREON IS APPROVED AS A NECESSARY CHANGE AND THE COUNTY ACCEPTS ALL DEDICATIONS.

COUNTY ADMINISTRATOR OR DATE
AGENT OF THE COUNTY BOARD OF SUPERVISORS

NOTICE: THIS PLAT SHALL BECOME NULL AND VOID AND BE OF NO FURTHER FORCE AND EFFECT IF THE PLAT IS NOT RECORDED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF SPOTSYLVANIA COUNTY WITHIN SIX (6) MONTHS OF THE DATE OF APPROVAL.

THE FOREGOING PLAT IS NOT APPROVED UNTIL ALL SIGNATURES HAVE BEEN OBTAINED.
NOTICE: APPROVAL AND/OR RECORDING OF THIS PLAT DOES NOT CONSTITUTE ASSURANCE THAT THE PUBLIC SEWER OR PUBLIC WATER SERVICE WILL BE AVAILABLE TO SERVE THE LAND DESCRIBED ON THIS PLAT AT ANY PARTICULAR TIME.



VICINITY MAP

SCALE: 1"=2000'



REVISION BLOCK

DATE	REVISION
1-3-20	COUNTY COMMENTS
2-24-20	COUNTY COMMENTS

EASEMENT PLAT	
TM 23-A-49A & TM 22E-8-A OPEN SPACE CHANCELLOR GREEN CHANCELLOR MAGISTERIAL DISTRICT & COURTLAND MAGISTERIAL DISTRICT SPOTSYLVANIA CO., VA.	DATE: DEC. 6, 2019
	SCALE: 1" = 40'
	DESIGNED BY: DWR
	DRAWN BY: PSM
WEBB AND ASSOCIATES 11903 BOWMAN DRIVE, SUITE 106 FREDERICKSBURG, VA. 22408 (540)371-1209 • "FAX"(540)371-4650	CHECKED BY: CLW
	SHEET NO. 1 OF 1 SHEETS

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Budget Adjustment and Appropriation for the Federal Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Type:	Action, Resolution, Appropriation
Agenda Title:	Budget Adjustment and Appropriation for the Federal Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation
Recommendation:	The Sheriff and staff recommend that the Board of Supervisors accept the attached budget adjustment and appropriation for the Federal Fiscal Year (FFY) 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) – Local Solicitation Award
Summary:	The Sheriff’s Office requested a programmatic scope change and associated budget adjustment to utilize the remaining \$16,400 of the FFY 2018 JAG award to purchase approximately 50 variable powered optics and mounts for patrol rifles. There is no local match requirement. The Department of Justice has approved the request. To ensure appropriate accounting for these expenditures, the attached budget adjustment shifts the \$16,400 from its originally budgeted location in the Capital Projects Fund to the General Fund. Because this is an adjustment between funds, staff seeks the Board’s approval of the attached budget adjustment and appropriation. The grant award will expire on September 30, 2021.
Review Date:	N/A
Financial Impact:	Please see the attached budget adjustment
Staff Contacts:	Sheriff Harris, Sheriff’ Office Major Carter Wells, Sheriff’s Office Captain Charles Carey, Sheriff’s Office Annette D’Alessandro, Grants Manager

Legal Counsel: N/A

Additional Background/Other Considerations: N/A

Consequence of Denial/Inaction: Denial of this action will prevent the Sheriff's Office from utilizing all federal funds awarded under the FFY 2018 JAG grant

ATTACHMENTS:

File Name	Description	Type
SH19J2_Budget_Adjustment.pdf	Budget Amendment	Budget Amendment
Sheriff_JAG_Res.docx	Resolution	Resolution

FY 2022 Budget Amendment Request Form

Date: 09/02/2021

Department: Sheriff's Office

Contact person: Erika Snodgrass

Phone #: 540-507-7749

Explanation of need for budget amendment: The Sheriff's Office requested a programmatic scope change and associated budget adjustment to utilize the remaining \$16,400 of the FFY 2018 JAG award to purchase approximately 50 variable powered optics and mounts for patrol rifles. There is no local match requirement. The Department of Justice has approved the request. To ensure appropriate accounting for these expenditures, the attached budget adjustment shifts the \$16,400 from its originally budgeted location in the Capital Projects Fund to the General Fund. Because this is an adjustment between funds, staff seeks the Board's approval of the attached budget adjustment and appropriation. The grant award will expire on September 30, 2021.

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #	310-0000-333-01-08 SH19J2	\$	(\$16,400)
Acct #	110-0000-333-01-16 SH19J2	\$	\$16,400
	Total Revenue Adjustment	\$	

Expenditure Accounts Adjusted		Amount	
Acct #	310-9120-803-80-07 SH19J2	\$	(\$16,400)
Acct #	110-3160-421-80-01 SH19J2	\$	\$16,400
Acct #		\$	
Acct #		\$	
	Total Expenditure Adjustment	\$	

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ____ recommended ____ not-recommended

Explanation if not recommended:

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021 on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

FISCAL YEAR 2022 APPROPRIATION

BE IT RESOLVED by the Spotsylvania County Board of Supervisors that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, from the funds and for the functions or purposes indicated.

For the purpose of shifting federal grant funds budgeted in the Capital Project Funds to the General Fund for the purchase of 50 variable power optic and mounts, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: (\$16,400)

GENERAL FUND: \$16,400

(SEAL)

A COPY TESTE: _____

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Budget Adjustment & Appropriation for Loriella Pool Electrical Repairs

Type:	Action, Appropriation
Agenda Title:	Budget Adjustment & Appropriation for Loriella Pool Electrical Repairs
Recommendation:	Staff recommends that the attached budget amendment and appropriation be approved.
Summary:	Public Works staff performed a review of the Loriella Pool building. An estimated \$325,000 in plumbing, mechanical and electrical replacements were identified. Staff intends to plan for the bulk of the necessary major maintenance in the upcoming CIP development process, but has requested \$70,000 be budgeted and appropriated in FY 2022 to address the electrical deficiencies. New wiring and devices will be installed in the pool house to be brought up to code and LED fixtures will replace the old existing fixtures. Additionally, an electrical panel will be upgraded and relocated to the rear of the building. Budget staff recommends that this funding need be accomplished through allocation of \$70,00 from the Capital Projects Fund balance. The \$255,000 estimated in plumbing and mechanical major maintenance needs will be considered and factored into the upcoming CIP development process.
Committee/Commission Summary:	Finance Committee
Review Date:	August 19, 2021
Status:	Approved
Financial Impact:	Please see the attached budget adjustment where \$70,000 of the Capital Projects Fund balance is used to fund these necessary major electrical repairs.

Staff Contacts:

Ben Loveday, Assistant County Administrator for
Community Operations

Consequence of Denial/Inaction:

If denied, necessary significant electrical upgrades will
not be able to be made at the Loriella pool when the
pool season closes this Fall.

ATTACHMENTS:

File Name	Description	Type
Loriella_Pool_-_Budget_Adjustment.docx	Budget Adjustment	Budget Amendment
Loriella_Pool_-_Appropriation.doc	Appropriation	Appropriation

FY 2022 Budget Amendment Request Form

Date: August 16, 2021

Department: Public Works

Contact person: Ben Loveday

Phone #: x7307

Explanation of need for budget amendment: Public Works staff performed a review of the Loriella Pool building. An estimated \$325,000 in plumbing, mechanical and electrical replacements were identified. Staff intends to plan for the bulk of the necessary major maintenance in the upcoming CIP development process, but has requested \$70,000 be budgeted and appropriated in FY 2022 to address the electrical deficiencies. New wiring and devices will be installed in the pool house to be brought up to code and LED fixtures will replace the old existing fixtures. Additionally, an electrical panel will be upgraded and relocated to the rear of the building.

Budget staff recommends that this funding need be accomplished through allocation of \$70,00 from the Capital Projects Fund balance. The \$255,000 estimated in plumbing and mechanical major maintenance needs will be considered and factored into the upcoming CIP development process.

Reminder: Agenda item summary must be attached if BOS approval is required.

Revenue Accounts Adjusted		Amount	
Acct #	310-0000-341.05-01 – Use of Capital Projects Fund Balance	\$	70,000
	Total Revenue Adjustment	\$	70,000

Expenditure Accounts Adjusted		Amount	
Acct #	310-9150-802.89-03 (PR2203) – Construction	\$	70,000
	Total Expenditure Adjustment	\$	70,000

Note: If amendment is between expenditure accounts only, net impact must be zero.

Position FTE Change		
Position Title	Existing FTE	Adjusted FTE

Transfer requests must be signed by the requestor(s). In the case of transfers between departments or capital projects, the transfer request must be signed by the director of each affected department, or by the project manager of each affected capital project. A typed signature will be accepted.

Ben Loveday, Assistant County Administrator

Name, Department

Name, Department

Recommendations

Budget: ☒ recommended ☐ not-recommended

Explanation if not recommended:

County Admin: ☒ recommended ☐ not-recommended

Explanation if not recommended:

Finance Committee: ☒ recommended ☐ not-recommended

Explanation if not recommended:

**Spotsylvania County
Board of Supervisors**

FISCAL YEAR 2022 APPROPRIATION

BOARD OF SUPERVISORS

September 28, 2021

BE IT RESOLVED by the Board of Supervisors of the County of Spotsylvania, Virginia, that the following appropriations be, and the same hereby are, made for the fiscal year beginning July 1, 2021, from the funds and for the functions or purposes indicated.

For electrical upgrades at the Loriella pool building, to be expended only by order of the Board of Supervisors as follows:

CAPITAL PROJECTS FUND: \$70,000

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Conveyance of Utility Easement to Rappahannock Electric Cooperative Tax Map 19-A-27B

Type:	Action
Agenda Title:	Conveyance of Utility Easement to Rappahannock Electric Cooperative Tax Map 19-A-27B

Recommendation:	Convey the electrical utility easement to Rappahannock Electric Cooperative on County-owned Tax Map 19-A-27B.
------------------------	---

Summary:	Rappahannock Electric Cooperative is requesting an electric utility easement across County-owned Tax Map 19-A-27B to service the Utility Department's infrastructure.
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Financial Impact:	None
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Staff Contacts:	Ben Loveday, Assistant County Administrator, Community Operations Ronnie Baker, Engineer, Utilities
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Legal Counsel:	Jessica DesNoyer, Assistant County Attorney
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Additional Background/Other Considerations:	The easement will provide power to the Lake Bottom Booster station and associated Pressure Reducing Valve (PRV) vaults.
--	---

Consequence of Denial/Inaction:	The Lake Bottom Booster station will not have power and the improved fire flow to the western part of the County will not be established.
--	---

ATTACHMENTS:

File Name	Description	Type
REC_Easement_-_ROW_Esmt_Agt_-_Approved_as_to_Form_-_TM_19-A-27B_(1).pdf	REC Easement Agreement	Agreement
REC_Easement_-_Plat_-_TM_19-A-27B_(1).pdf	REC Easement Plat	Plat
REC_Easement_-_	REC Easement Underground	

Underground Facilities Responsibility Agt - Facilities Responsibility
Approved as to Form - TM 19-A- Agreement
27B_(1).pdf

Agreement

**RIGHT OF WAY EASEMENT AGREEMENT
UNDERGROUND**

Tax Map Parcel 19-A-27B

Prepared by Rappahannock Electric Cooperative
14380 Fredericksburg Tnpk. | Woodford VA 22580

Work Order #1386555 and 1386571

THIS RIGHT OF WAY EASEMENT AGREEMENT ("Agreement"), made and entered into this _____ day of _____, **2021**, by and between **SPOTSYLVANIA COUNTY**, hereinafter referred to as "Grantor" or "Owner" ("Owner") wherever used herein being intended to include the grantors whether one or more, and **RAPPAHANNOCK ELECTRIC COOPERATIVE**, a Virginia public utility service corporation as "Grantee", hereinafter called "Cooperative".

WITNESSETH:

The Owner, in consideration of One Dollar and other valuable consideration paid by the Cooperative, the receipt and sufficiency whereof is hereby acknowledged by the parties hereto, does grant and convey unto the Cooperative, and its successors, affiliates, subsidiaries and assigns, the **non exclusive** perpetual right, privilege, and easement of right of way ("Right-of-Way") over, under, upon, across and through a portion of the lands of the Owner, which lands are situated in Spotsylvania County Virginia, and further described as **Tax Map Parcel 19-A-27B**, all as more particularly described on the attached **Exhibit A** (the "Property"), and the Right-of-Way being shown on said portion of the Property pursuant to that certain drawing dated **02/09/2021**, entitled "**Tax Map Parcel 19-A-27B**", prepared by the Cooperative, with said drawing being attached hereto and made part of this Agreement by this reference ("Drawing"), and all of the aforesaid being for the purpose of installing, constructing, operating and maintaining pole lines, and/or underground conduit and conductor cable lines for transmitting and/or distributing electric power to the public or other utility services offered by the Cooperative including telecommunications facilities and related equipment (hereinafter collectively referred to as "Facilities").

The widths of this **underground Right of Way area shall be fifteen feet (15 Ft.)**, all as shown on the Drawing.

The Facilities erected hereunder shall remain the property of the Cooperative. The Cooperative shall have at any time the right to inspect, upgrade, rebuild, improve, remove, repair, relocate on the Right of Way above described, and make such changes, alterations, substitutions, additions to or extensions of its Facilities as Cooperative may from time to time deem advisable at its sole discretion, including without limitation the right to increase and/or decrease the number and/or size of wires, conduits, lines and other related facilities.

The Owner does further grant and convey to the Cooperative, for the purpose of the Cooperative constructing, reconstructing, inspecting, replacing, upgrading, maintaining and/or operating its Facilities, the right of ingress to and egress from the Right-of-Way over the Property and such right to be exercised in a manner as shall cause the least practicable damage and inconvenience to Owner.

Cooperative shall at all times have the right to trim, cut, remove, control, and keep clear by machinery or otherwise, all trees, limbs, undergrowth and other obstructions inside and outside the boundaries of the Right-of-Way that may endanger the safe and proper operation of its Facilities. All trees cut by the Cooperative at any time shall remain the property of the Owner.

The Owner may use the Easement for any purpose consistent with the Cooperative's rights granted under this Agreement, provided such use complies with the requirements of the National Electrical Safety Code. The Owner shall not construct buildings or structures of any kind within the Easement Area without first obtaining the express written consent of the Cooperative.

Cooperative shall repair damage to roads, fences, structures, or other improvements of Owner caused by the Cooperative, and shall repair or pay the Owner for such damages, including any damages to crops, in the process of the construction, inspection, or maintenance of Cooperative's Facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Cooperative within thirty (30) days after such damage occurs and all alleged damages were caused by the Cooperative.

Owner covenants that it is seized of and has the right to convey the said easements of Right of Way, and other rights and privileges expressed hereunder; that the Cooperative shall **subject to the limitations herein**, have quiet and peaceable possession, use and enjoyment of the aforesaid easement of Right of Way, and other rights and privileges provided hereunder.

Cooperative shall have the right to assign or transfer all or any part of this Easement and any other rights granted under this Agreement.

"NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying".

[AUTHORIZED SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the following signature(s) of the Owner or his duly authorized agent:

(Sign Name and Title of Company Officer)

(Print Name as signed above, and Name of Company)

*** BELOW FOR NOTARY TO DOCUMENT REQUIRED INFORMATION**

COMMONWEALTH OF _____

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

The foregoing was acknowledged before me this _____ day of _____, **2021**, by

(Print Name and Title of Company Officer)

(Print Company Name)

Notary Public Signed Signature

Notary Public Printed Signature

Notary Registration Number

My commission expires _____

Notary Stamp or Seal

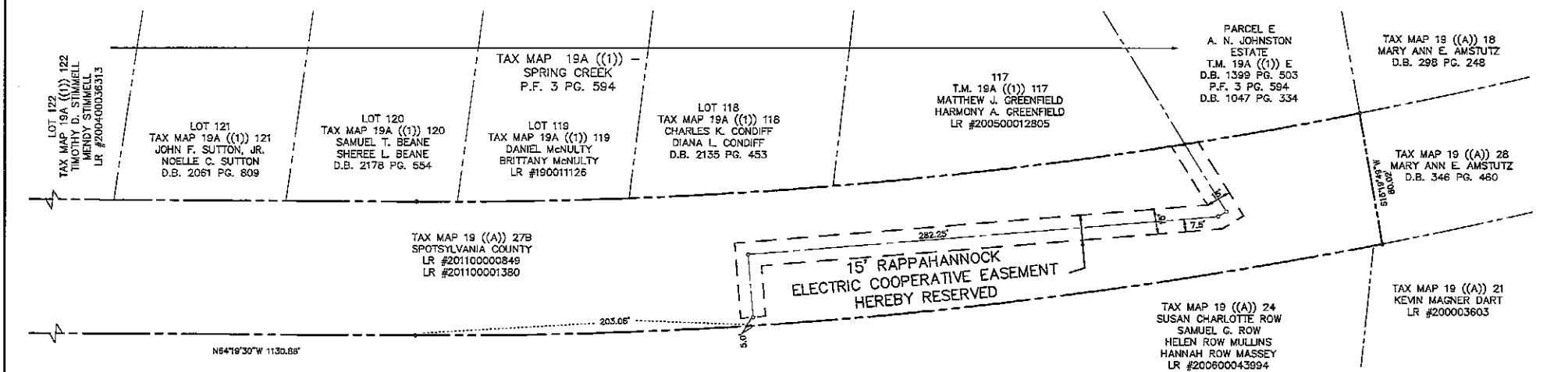
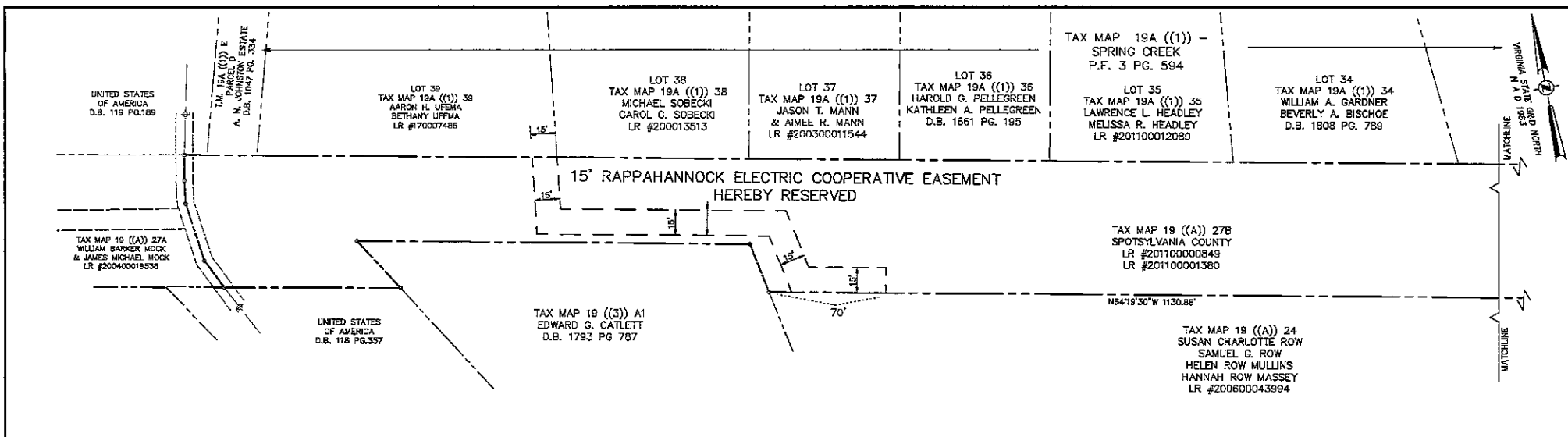
APPROVED AS TO FORM:

EXHIBIT A

 01/11/21
ASSR
COUNTY ATTORNEY

SKETCH AND RIGHT-OF-WAY EASEMENT DATA

Service UG Easement/(Rev. 9/04, 6/07)



RAPPAHANNOCK ELECTRIC COOPERATIVE - REC
EASEMENT ON TAX MAP 19 ((A)) 27B

TAX MAP 19 ((A)) 27B

SIGNATURE: _____

DATE: _____

NOTES:

1. NO TITLE REPORT FURNISHED.
2. THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
3. THIS PLAT IS FOR EASEMENT PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY BY SDI.
4. BOUNDARY BASED ON PLAT BY SULLIVAN, DONAHOE AND INGALLS DATED REVISED MAY 10, 2010 AND RECORDED IN LR #201100001380.

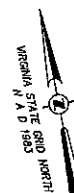


EXHIBIT A
SHOWING RAPPAHANNOCK ELECTRIC
COOPERATIVE EASEMENTS
ON TAX MAP 19 ((A)) 27B
BEING THE LANDS OF

COUNTY OF SPOTSYLVANIA
LOCATED IN CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

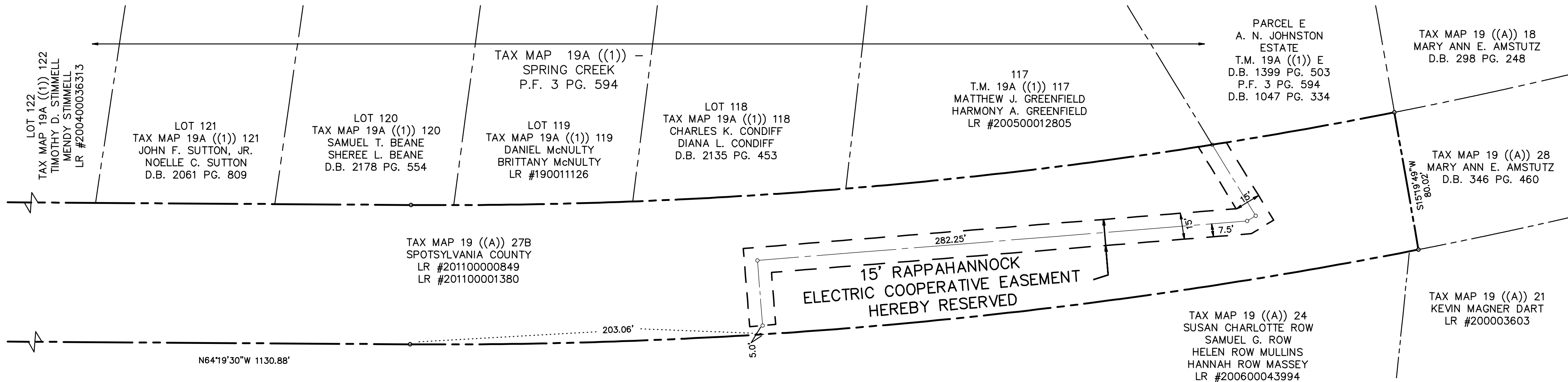
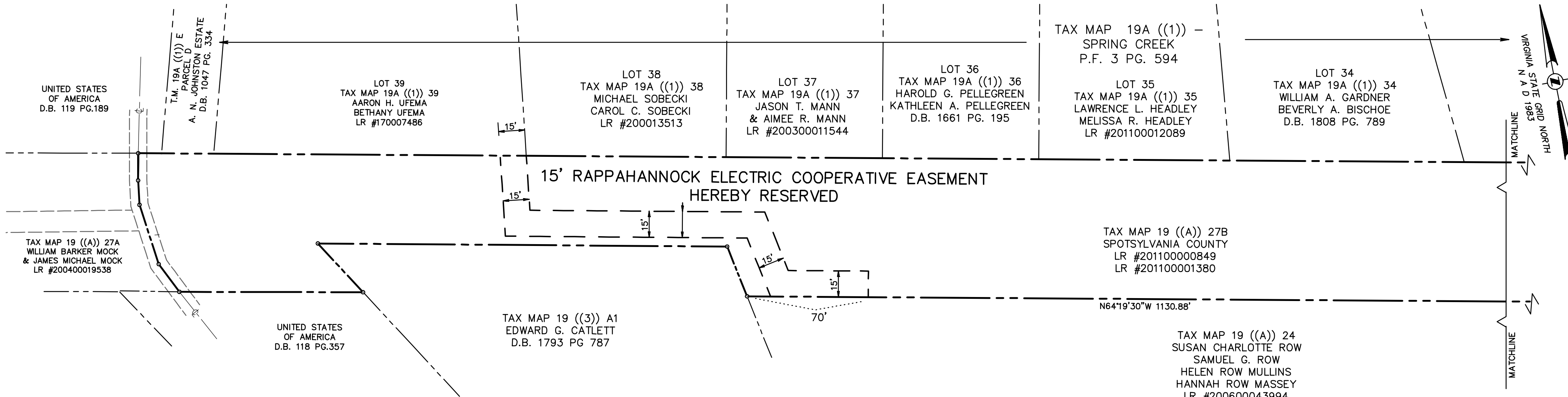
DATE : FEBRUARY 9, 2021

SCALE : N.T.S.

SULLIVAN, DONAHOE AND INGALLS

ENGINEERS, LAND PLANNERS & SURVEYORS
P.O. BOX 614 - FREDERICKSBURG, VIRGINIA 22404
PHONE# 540-898-5878

1	5-11-21	REVISED EASEMENT (EAST)
2	8-11-21	REVISED EASEMENT (EAST)



RAPPAHANNOCK ELECTRIC COOPERATIVE – REC
EASEMENT ON TAX MAP 19 ((A)) 27B

TAX MAP 19 ((A)) 27B

SIGNATURE: _____

DATE: _____

NOTES:

1. NO TITLE REPORT FURNISHED.
2. THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
3. THIS PLAT IS FOR EASEMENT PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY BY SDI.
4. BOUNDARY BASED ON PLAT BY SULLIVAN, DONAHOE AND INGALLS DATED REVISED MAY 10, 2010 AND RECORDED IN LR #201100001380.



REVISIONS	1	5-11-21	REVISED EASEMENT (EAST)
	2	8-11-21	REVISED EASEMENT (EAST)

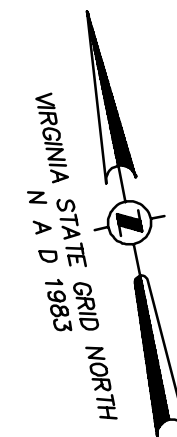


EXHIBIT A
SHOWING RAPPAHANNOCK ELECTRIC
COOPERATIVE EASEMENTS
ON TAX MAP 19 ((A)) 27B
BEING THE LANDS OF
COUNTY OF SPOTSYLVANIA
LOCATED IN CHANCELLOR MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA
DATE : FEBRUARY 9, 2021 SCALE : N.T.S.
SULLIVAN, DONAHOE AND INGALLS
ENGINEERS, LAND PLANNERS & SURVEYORS
P.O. BOX 614 – FREDERICKSBURG, VIRGINIA 22404
PHONE# 540-898-5878

UNDERGROUND FACILITIES RESPONSIBILITY AGREEMENT

Tax Map ID # 19-A-27B

Prepared by Rappahannock Electric Cooperative
14380 Fredericksburg Tnpk. | Woodford, VA 22580

Work Request #1386555 and 1386571

THIS AGREEMENT, made this _____ day of _____, **2021**, by and between **SPOTSYLVANIA COUNTY**, hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or feminine), and **RAPPAHANNOCK ELECTRIC COOPERATIVE**, a Virginia corporation, hereinafter called "Cooperative".

WITNESSETH:

THAT WHEREAS, the Owner desires the Cooperative's electrical facilities to be installed underground on the lands of the Owner, which lands are more fully described as Tax Map ID 19-A-27B.

NOW, THEREFORE, in consideration of the Cooperative's constructing its facilities on the property of the Owner, the Owner agrees and covenants to the following terms, conditions and assurances:

1. The Owner has either exposed or marked the location of all privately owned underground facilities on said lands of Owner. In consideration of the Cooperative constructing its facilities on the property of the Owner, the Owner agrees and covenants to hold the Cooperative harmless from any damage and repair costs resulting from damages to Owner's facilities not located by the Owner, and the provided that such damage does not result in whole or in part, from the negligence or intentional tort of the Cooperative.
2. It is agreed that should rock be encountered, which cannot be removed by normal trenching methods, that the Owner will be responsible for the extra cost of rock excavation required to obtain the proper cable depth. **
3. No tamping, other than at road crossings, will be done beyond the normal compaction gained by the equipment wheels, tires and/or tracks. **
4. No seeding or sodding of ditches will be done, except at road crossings, where the ditch and road crossing pits will be seeded and mulched. **
5. The Cooperative will repair ditch areas, which have settled and/or have washed as a result of the ditch being opened, when notified by Owner that such condition exists. **

** Only applicable when underground conductors are installed.

IN WITNESS WHEREOF the following signature(s) on behalf of the County:

(Sign Name and Title of Company Officer)

(Print Name as signed above, and Name of Company)

*** BELOW FOR NOTARY TO DOCUMENT REQUIRED INFORMATION**

COMMONWEALTH OF _____

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

The foregoing was acknowledged before me this _____ day of _____, **2021**, by

(Print Name and Title of Company Officer)

(Print Company Name)

Notary Public Signed Signature

Notary Public Printed Signature

Notary Registration Number

My commission expires _____

Notary Stamp or Seal

APPROVED AS TO FORM:

Asst. COUNTY ATTORNEY 8/11/21

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Reappointment of John Winkler to the Transportation Committee (Chancellor District)

Type: Action

Agenda Title: Reappointment of John Winkler to the Transportation Committee (Chancellor District)

Recommendation: Mr. McLaughlin recommends the Board of Supervisors reappoint John Winkler to the Transportation Committee representing the Chancellor District. Per the bylaws, terms shall be for one year. The term will commence September 26, 2021 and expire September 25, 2022.

Non-Staff Name and Title of Presenters: N/A

Summary: Mr. McLaughlin would like to reappoint John Winkler to the Transportation Committee representing the Chancellor District. The term will commence September 26, 2021 and expire September 25, 2022.

Financial Impact: N/A

Staff Contacts: Niki Woodard, Assistant to County Administration

Additional Background/Other Considerations: N/A

Consequence of Denial/Inaction: The Chancellor District position would become vacant.

Talking Points: N/A

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Request to Submit an Application for the Virginia Department of Housing and Community Development's 2022 Virginia Telecommunication Initiative Grant and Designation of Authorized Organizational Representatives

Agenda Title: Request to Submit an Application for the Virginia Department of Housing and Community Development's 2022 Virginia Telecommunication Initiative Grant and Designation of Authorized Organizational Representatives

Recommendation: Staff recommends that the Board of Supervisors approve the Department of Information Service's request to apply for the Virginia Department of Housing and Community Development's 2022 Virginia Telecommunication Initiative grant in partnership with DataStream, LLC to provide last-mile broadband service to the Berkeley and Livingston Districts in Spotsylvania County and adopt the attached resolution.

The Virginia Department of Housing and Community Development (DHCD) will be awarding up to \$49,725,000 in state funds as part of its Virginia Telecommunications Initiative (VATI) to eligible applicants to provide last-mile broadband services, including middle-mile networks, equipment, or other investments required to deliver last-mile service to unserved areas of the Commonwealth. The goal of this program is to create strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure. Telecommunication infrastructure is essential to modern economic and community development, and there are still areas in the County that do not have broadband internet access. The objective of the VATI program is to provide financial assistance to

supplement construction costs by private sector broadband service providers, in partnership with local units of government, to extend service to areas that presently are unserved. Unserved areas are defined as having broadband services below 25 Megabits per second (Mbps) download and 3 Megabits (Mbps) upload. Areas lacking 10 Mbps download and 1 Mbps upload speeds will be given significant priority in application scoring. Areas with service by satellite providers are not considered served under VATI definitions.

For a wireline project, a proposed project area is considered eligible if 10% or fewer of serviceable units have access to service with no special construction costs from any provider as of the date of the application. For a wireless project, a proposed project area is considered eligible if 25% or fewer of serviceable units have access to service with no special construction costs from any provider as of the date of the application. Passings with Received Signal Strength Indicator (RSSI), which is a measurement of how well a device can hear a signal from an access point or router, below -90 dbm are not eligible to be included in a VATI application.

VATI funding shall not exceed 80% of the total project cost; however, those projects that bring greater match to the application are more likely to receive higher evaluation scores. The private co-applicant must contribute a cash match to the total project cost. If the private co-applicant match is below 10% of total project cost, applicants must provide financial details demonstrating appropriate private investment in relation to the density and scope of the project. Local government expenditures incurred after June 17, 2020 related to the proposed project and that meet VATI criteria are eligible to be included in the application as match funds. Demonstrated local government support through contribution of American Rescue Plan – Local Fiscal Recovery Funds is strongly encouraged and will be considered match funds.

Summary:

As part of the application process, all applicants were required to issue a VATI Notice of Application detailing their intent to apply by July 27, 2021. Spotsylvania County submitted this non-binding required notification on July 27, 2021. Those applicants that are interested in applying for this round of funding can be found at <https://www.dhcd.virginia.gov/vati>. The purpose of this notification is to allow other internet service

providers the ability to discuss any contested project area(s) with the applicant before submitting a challenge to DHCD as project areas can often be re-scoped to remove any potential broadband service overlap.

Due to the cancellation of the September 14, 2021 Board of Supervisors meeting, the County Administrator authorized the submission of the grant application as the DHCD application deadline was September 14, 2021 and could not be extended. Spotsylvania County, as the lead applicant, partnered with DataStream, as the co-applicant, in submitting a grant application in order to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. If awarded, DataStream, as the private internet service provider, will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps. The proposed project is scalable to 100/100 Mbps. The proposed project will pass 6,086 addresses of which 3,971 are unserved by VATI's definition. Spotsylvania County requested \$17,600,257 in VATI funds. If the grant is awarded, the County will contribute \$5,000,000 in local funds while DataStream will contribute \$2,517,806 in cash. Additionally, DataStream will provide \$1,500,000 as an in-kind contribution for customer premise equipment for a total project cost of \$26,678,063. If awarded, VATI would contribute 66.20% in cash, Spotsylvania County would contribute 18.74% in cash, and DataStream would contribute 9.44% in cash and 5.62% in in-kind contributions. Of the County's proposed \$5,000,000 match, \$1,250,000 is currently budgeted and appropriated in FY 2022. The balance would be expected to be budgeted and appropriated upon the Board of Supervisors' approval of the VATI grant application if awarded. Although the application was already submitted, DHCD does require a resolution from the Board of Supervisors. If the resolution is not obtained, the grant application will need to be withdrawn.

DHCD anticipates grant award announcements will be issued in late December 2021. If awarded funds, projects must be completed within 18 months from contract execution between the applicant and DHCD. No-cost extensions may be allowed on a case-by-case basis. After the grant award period expires, there will be no on-going costs for Spotsylvania County.

None at this time as this is a request to submit a grant

Financial Impact:

application. If awarded, the acceptance and appropriation of the award will be presented to the County Attorney, County Administrator, and Finance Committee for their respective recommendations before being presented to the Board of Supervisors for their action.

Staff Contacts:

Bonnie Jewell, Assistant County Administrator; Annette D'Alessandro, Office of Budget and Grants

Additional Background/Other Considerations:

The state's recent allocation of American Rescue Plan – State Fiscal Recovery Funds for broadband purposes may be eventually sub-awarded through the VATI program. If so, DHCD will reserve the right to determine the source of funds through which awards are made. Non state general funds awarded through the VATI program will also be subject to the rules of the funding source.

Consequence of Denial/Inaction:

Failure to apply for this grant opportunity will mean that both Spotsylvania County and DataStream, LLC will lose the opportunity to receive state funding, and potentially American Rescue Plan – State Recovery Funds, that will be awarded through the FY 2022 VATI solicitation that will aid in the construction of last-mile broadband service to an unserved area in the County.

ATTACHMENTS:

File Name	Description	Type
FY22_VATI_Application_-_Resolution.docx	Resolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021 on a motion by _____ and passed _____ to _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Resolution in Support of an Application for the Virginia Department of Housing and Community Development's 2022 Virginia Telecommunication Initiative Grant and Designation of Authorized Organizational Representatives

WHEREAS, Spotsylvania County wishes to extend internet service to areas of the County that presently are unserved by any broadband provider; and

WHEREAS, Spotsylvania County recognizes that broadband availability promotes sustainability, opportunities, and growth for its citizens and community; and

WHEREAS, the Virginia Department of Housing and Community Development accepted grant applications from units of local governments with a private sector broadband provider as a co-applicant for the FY 2022 Virginia Telecommunications Initiative (VATI) grant on September 14, 2021; and

WHEREAS, the purpose of the VATI grant is to provide financial assistance to supplement construction costs by private broadband service providers to extend service to areas in the Commonwealth that presently are unserved by any broadband provider; and

WHEREAS, DataStream, LLC, wishes to build, utilize, and capitalize on a 5G capable hybrid telecommunications infrastructure for the Berkeley and Livingston Districts in Spotsylvania County; and

WHEREAS, Spotsylvania County and its private-sector partner are required to provide a minimum of 20% of the total project costs as a local match; and

WHEREAS, DataStream, LLC will provide a local cash match of \$2,517,806; and

WHEREAS, DataStream, LLC will provide an in-kind contribution of \$1,500,000 for customer premise equipment associated with this project; and

WHEREAS, Spotsylvania County will provide \$5,000,000 as a local cash match.

NOW, THEREFORE, BE IT RESOLVED by the Spotsylvania County Board of Supervisors, that the FY 2022 VATI grant application, in partnership with DataStream, LLC, is approved; and

BE IT FURTHER RESOLVED by the Spotsylvania County Board of Supervisors that the following individuals are hereby designated as authorized agents any of whom may act in the execution and administration of the grant application: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator; and Annette D'Alessandro, Grants Manager.

(SEAL)

A COPY TESTE: _____

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

DRAFT

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Resolution Authorizing Signature of Project Agreement with VDOT for Exit 126 STARS Study Improvements in Support of VA Clinic

Type:	Action, Resolution
Agenda Title:	Resolution Authorizing Signature of Project Agreement with VDOT for Exit 126 STARS Study Improvements in Support of VA Clinic
Recommendation:	Staff recommends that the Board authorize the County Administrator or his designee to execute the Project Administration Agreement with VDOT to proceed with the Exit 126 STARS study improvements project in support of the VA clinic. The \$11.6 million local share of project costs is planned in the Adopted CIP.
Summary:	Staff has received from VDOT the State's standard Project Administration Agreement in which the County agrees to fund and VDOT agrees to perform the preliminary engineering, right of way, and construction work for the Exit 126 STARS study improvements project associated with/committed for the VA clinic. This project includes widening Rt. 1 to six lanes between the I-95 ramps. The agreement requires a Board-approved resolution authorizing the County Administrator or his designee to execute the agreement. The Appendix A project payment schedule calls for a \$2.6 million payment to VDOT in the current fiscal year. This \$2.6 million is already budgeted and appropriated for this purpose. The \$9.0 million balance of the local share is planned in the out-years of the Adopted CIP.
Financial Impact:	The Appendix A project payment schedule calls for a \$2.6 million payment to VDOT in the current fiscal year. This \$2.6 million is already budgeted and appropriated for this purpose. The \$9.0 million balance of the local share is planned in the out-years of the Adopted CIP.
Staff Contacts:	Bonnie Jewell, Assistant County Administrator/Chief Financial Officer Paul Agnello, Assistant Director for Transportation Planning
Legal Counsel:	Will Moore, Senior Assistant County Attorney
Consequence of Denial/Inaction:	If approval of the project agreement is denied, staff will not be able to proceed with making payment to VDOT for the project and VDOT will not be able to proceed with preliminary engineering for this project in support of the VA clinic.

ATTACHMENTS:

File Name	Description	Type
UPC_119112_AGREEMENT_DIGITAL_SIGNATURE_DRAFT_PIM_8-4-2021(lad8-5-21).pdf	Project Administration Agreement	
Resolution_Authorizing_County_Administrator_to_Sign_Agreement_for_STARS_Study_Improvements.doc	Resolution	Resolution

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0095-088-755	119112	Spotsylvania County

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the COUNTY OF SPOTSYLVANIA, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the LOCALITY to finance the Project; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
 4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
 5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such

agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

COUNTY OF SPOTSYLVANIA, VIRGINIA:

Digital Signature

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachments

Appendix A - UPC 119112
Appendix B - UPC 119112

Appendix B

Project Number: 0095-088-755 UPC 119112 Locality: Spotsylvania County

Project Scope	
Work Description:	#SMART22 – I95 EXIT 126 STARS STUDY IMPROVEMENTS Project is a study for operational and safety improvements including widening of US 1 to 6 lanes between the I-95 ramps
From:	Exit 126
To:	Exit 126
Locality Project Manager Contact Info: Paul Agnello pagnello@spotsylvania.va.us (540) 507-7398 Department Project Coordinator Contact Info: Curtis Holloway Curtis.Holloway@vdot.virginia.gov (540) 270-8777	

Detailed Scope of Services
Widen US 1 from 4 to 6 lanes between the I-95 SB ramps and the I-95 NB ramps (requires excavation of US 1 under I-95 and reconstruction of the bridge pier protection system). Additional SB lane becomes left turn lane onto SB I-95. Additional NB lane becomes a second left turn lane onto NB I-95. Widen NB I-95 on-ramp to 2 lanes and extend acceleration lane to 3,220 feet. Improve at-grade pedestrian crossing at the intersection of US 1 and Market Street by constructing two crosswalks (one across Market St and one across US 1) and pedestrian signals. Construct a sidewalk along the south side of Market Street from US 1 to the existing sidewalk. Construct a shared-use path along the US 1 frontage road from Spotsylvania Pkwy to US 1 and along Spotsylvania Pkwy from the US 1 frontage road to US 1 to allow for better bike/ped connectivity to the Commonwealth Drive commuter parking lot.

This attachment is certified and made an official attachment to this document by the parties of this agreement

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

VDOT Administered, Locally Funded Appendix A

Date: 8/5/2021

Project Number: 095-088-755 UPC: 119112 CFDA# 20.205 Locality: Spotsylvania County

Project Location ZIP+4: 22407-2700	Locality DUNS # 081062945	Locality Address (incl ZIP+4): 9104 Courthouse Road Spotsylvania, VA 22553-1902
Project Narrative		
Work #SMART22 – I95 EXIT 126 STARS STUDY IMPROVEMENTS - Project is a study for operational and safety improvements including widening of US 1 to 6 lanes Description: between the I-95 ramps		
From: Exit 126		
To: Exit 126		
Locality Project Manager Contact info:		Paul Agnello / 540-507-7398 / pagnello@spotsylvania.va.us
Department Project Manager Contact Info:		Curtis Holloway / 540-270-8777 / curtis.holloway@vdot.virginia.gov

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$2,623,075
Right of Way & Utilities	\$580,137
Construction	\$19,231,379
Total Estimated Cost	\$22,434,591

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$2,623,075	Local Funds	100%	\$2,623,075
Total PE	\$2,623,075			\$2,623,075
Right of Way & Utilities	\$580,137	Local Funds	100%	\$580,137
Total RW	\$580,137			\$580,137
Construction	\$8,396,787	Local Funds	100%	\$8,396,787
	\$10,834,592	Smart Scale (HPP)	0%	\$0
Total CN	\$19,231,379			\$8,396,787
Total Estimated Cost	\$22,434,591			\$11,599,999

Total Maximum Reimbursement / Payment by Locality to VDOT	\$11,599,999
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Project Financing				
Local Funds	Smart Scale (HPP)			Aggregate Allocations
\$11,599,999	\$10,834,592			\$22,434,591

Payment Schedule			
FY 2022	FY 2025	FY 2026	FY 2027
\$2,623,075	\$580,137	\$8,396,787	

Program and Project Specific Funding Requirements
- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$ 11,599,999 - All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation. - VDOT has billed the LOCALITY \$ 0 for this project as of 8/5/2021. - VDOT has received \$ 0 from the LOCALITY for this project as of 8/5/2021 - The LOCALITY shall make one lump sum payment to VDOT for the PE phase in the amount of \$2,623,075 no later than 60 days after execution of this agreement/appendix upon VDOT invoice. - The LOCALITY shall make one lump sum payment to VDOT for the RW phase in the amount of \$580,137 prior to the RW phase upon VDOT invoice. - The LOCALITY shall make one lump sum payment to VDOT for the CN phase in the amount of \$8,396,787 prior to CN advertisement upon VDOT invoice.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

At a public meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____ seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

Resolution to Authorize the County Administrator to Execute a Project Administration Agreement with VDOT for Exit 126 STARS Study Improvements in Support of VA Clinic

WHEREAS, the Spotsylvania County Board of Supervisors desires to enter into a VDOT Administered – Locally Funded Project Administration Agreement with the Virginia Department of Transportation for implementation of operational and safety improvements including the widening of Rt. 1 to six lanes between the I-95 ramps; and

WHEREAS, funding has been designated for the work within the Adopted FY 2022 – FY 2026 Capital Improvement Plan;

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors hereby grants authority for the County Administrator or his designee to execute the Project Administration Agreement for the implementation of operational and safety improvements including the widening of Rt. 1 to six lanes between the I-95 ramps in support of transportation improvements in the area of the VA clinic; and

BE IT FURTHER RESOLVED that the Spotsylvania County Board of Supervisors hereby commits to fund its local share of project costs in accordance with the Project Administration Agreement; and

BE IT FURTHER RESOLVED that funding by the Spotsylvania County Board of Supervisors shall be subject to annual appropriation.

ADOPTED this 28th day of September 2021.

(SEAL)

A COPY TESTE:

Aimee R. Mann
Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Resolution for Reconsideration for the Commonwealth Transportation Board to Change the Name of the Portion of Jefferson Davis Highway Located in Spotsylvania County to Veterans Highway instead of Patriot Highway

Agenda Title: Resolution for Reconsideration for the Commonwealth Transportation Board to Change the Name of the Portion of Jefferson Davis Highway Located in Spotsylvania County to Veterans Highway instead of Patriot Highway

Recommendation: Supervisor Gary Skinner asked that this resolution be presented to the Board for consideration.

Summary: On February 3, 2021, the Virginia House of Delegates voted to rename all remaining portions of Jefferson Davis Highway in Virginia to “Emancipation Highway” beginning on January 1, 2022. The bill was approved by the State Senate on February 25, 2021 and signed into law by Governor Ralph Northam. Section 33.2-213 of the Code of Virginia authorizes the Commonwealth Transportation Board (CTB) to give suitable names to state highways, bridges, interchanges, and other transportation facilities and change the names of any highways, bridges, interchanges, or other transportation facilities forming a part of the systems of state highways. Section 33.2-213 also requires a resolution passed by the governing body of a locality and approval from the CTB to change the name of a roadway in the state highway system.

This Resolution requests that the CTB rename the portion of Route 1 within Spotsylvania County that is currently named Jefferson Davis Highway to Veterans Highway. This Resolution supersedes a prior Resolution adopted at the August 24, 2021 Board of Supervisors meeting which sought to rename the portion of Route 1 within Spotsylvania County that is

named Jefferson Davis Highway to Patriot Highway. Adopting the Resolution attached hereto would supersede the prior Resolution and the Board would now request that Jefferson Davis Highway be renamed to Veterans Highway instead of Patriot Highway.

Financial Impact:

n/a

Staff Contacts:

Ed Petrovitch, County Administrator; Wanda Parrish, Assistant County Administrator

Legal Counsel:

Karl Holsten, County Attorney

Additional Background/Other Considerations:

Resolution is attached.

Consequence of Denial/Inaction:

The Resolution adopted at the August 24, 2021 Board of Supervisors meeting would stay in effect and the request to the CTB to change the name of Jefferson Davis Highway to Patriot Highway will stand.

ATTACHMENTS:

File Name	Description	Type
Resolution_-_Veterans_Hwy.docx	Resolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021 –

**A RESOLUTION REQUESTING THAT THE COMMONWEALTH
TRANSPORTATION BOARD CHANGE THE NAME OF THE PORTION OF
JEFFERSON DAVIS HIGHWAY LOCATED IN SPOTSYLVANIA COUNTY TO
VETERANS HIGHWAY**

WHEREAS, on February 3, 2021, the Virginia House of Delegates voted to rename all remaining portions of Jefferson Davis Highway in Virginia to “Emancipation Highway” beginning on January 1, 2022. The bill was approved by the State Senate on February 25, 2021 and signed into law by Governor Ralph Northam; and

WHEREAS, Section 33.2-213 of the Code of Virginia authorizes the Commonwealth Transportation Board (CTB) to give suitable names to state highways, bridges, interchanges, and other transportation facilities and change the names of any highways, bridges, interchanges, or other transportation facilities forming a part of the systems of state highways; and

WHEREAS, Section 33.2-213 requires a resolution passed by the governing body of a locality and approval from the CTB to change the name of a roadway in the state highway system; and

WHEREAS, Route 1 is a significant corridor in Spotsylvania County which spans from the County’s northern border with the City of Fredericksburg to its southern border with Caroline County through two magisterial districts, and is part of the state highway system; and

WHEREAS, on August 24, 2021, the Board of Supervisors voted to adopt a resolution requesting that the CTB rename the portion of Route 1 within Spotsylvania County that is currently named Jefferson Davis Highway to Patriot Highway (Resolution No. 2021-108); and

WHEREAS, the Board would like to replace or otherwise supersede its previous request to rename the portion of Route 1 within Spotsylvania County that is currently named Jefferson Davis Highway to Patriot Highway, and to instead request that the CTB rename the portion of Route 1 within Spotsylvania County that is currently named Jefferson Davis Highway to Veterans Highway; and

WHEREAS, the Board of Supervisors now therefore seeks to rename the portion of Route 1 within Spotsylvania County that is currently named Jefferson Davis Highway to Veterans Highway; and

WHEREAS, Section 33.2-213 provides that the Virginia Department of Transportation shall place and maintain appropriate signs indicating the names of highways, bridges,

interchanges, and other transportation facilities named by the CTB and requires that the costs of producing, placing, and maintaining such signs shall be paid by the localities in which they are located.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Spotsylvania County, in accordance with Section 33.2-213 of the Code of Virginia, does hereby request that the CTB change the name of the portion of Route 1 that lies within the boundaries of Spotsylvania County from Jefferson Davis Highway to Veterans Highway; and

BE IT FURTHER RESOLVED, that Spotsylvania County will assume the costs of producing, placing, and maintaining the signs as required by Section 33.2-213 of the Code of Virginia if the name change is approved by the CTB; and

BE IT FURTHER RESOLVED, that this resolution shall replace or otherwise supersede the August 24, 2021 resolution (Resolution No. 2021-108), and should this request be deemed contrary to any applicable County policy, this request shall supersede said policy and said policy is hereby amended to except this request from the policy's application.

(SEAL)

A COPY TESTE:

Aimee Mann
Deputy Clerk of the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Resolution Requesting Virginia General Assembly to
Change the Law Regarding Mandated Medical
Treatment

Agenda Title: Resolution Requesting Virginia General Assembly to
Change the Law Regarding Mandated Medical
Treatment

Recommendation: n/a

Summary: Supervisor Ross would like the Board to consider the
attached resolution to the General Assembly regarding
mandated medical treatment.

Financial Impact: n/a

Staff Contacts: Ed Petrovitch, County Administrator

Additional Background/Other Considerations: Resolution attached.

Consequence of Denial/Inaction: The resolution will not be approved.

ATTACHMENTS:

File Name	Description	Type
Resolution - _Mandating_Medical_Treatment.docx	Resolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021 – [INSERT NUMBER]

WHEREAS, the Virginia Bill of Rights contains a provision, Article I, § 16 of the Constitution of Virginia that states, in part, that [no individual] “shall be enforced, restrained, molested, or burthened in his body or goods, nor shall otherwise suffer on account of his religious opinions or belief; but all men shall be free to profess and by argument to maintain their opinions in matters of religion, and the same shall in nowise diminish, enlarge, or affect their civil capacities”; and

WHEREAS, this constitutional protection against government’s burdening of the exercise of religious convictions is self-executing, as the Supreme Court of Virginia has held, and requires no legislative implementation because it appears in the Virginia Bill of Rights; and

WHEREAS, every individual enjoys the constitutional right to refuse medical treatment on the grounds that it is contrary to his or her religious belief; and

WHEREAS, every individual also enjoys a constitutional right to personal integrity and bodily autonomy and to refuse medical treatment as a function of his or her right to liberty under that Due Process Clause of the United States Constitution and the Constitution of Virginia; and

WHEREAS, certain actions of government officials of the Commonwealth of Virginia and the United States that purport to impose or threaten future imposition of mandates on Virginians regarding vaccinations and the wearing of face masks unconstitutionally impinge on the constitutional rights of the people; and

WHEREAS, the Board of Supervisors of Spotsylvania County, Virginia (“Board”) recognizes liberty and individual choice, and that individuals, not the government, are best capable to make medical decisions; and

WHEREAS, the Board recognizes that science continues to catch up with our knowledge regarding COVID-19. As an example, on August 25, 2021, Israel published the most powerful and scientifically rigorous study on the subject of natural immunity to date. In a sample of more than 700,000 people, natural immunity was 27 times more effective than vaccinated immunity in preventing symptomatic infections (see “*Covid Confusion at the CDC*”, Wall Street Journal, published September 14, 2021, by Martin “Marty” Makary, M.D., Professor at the Johns Hopkins University School of Medicine); and

WHEREAS, the Board has an obligation to speak on behalf of the residents of the County when actions or threatened actions of federal or Virginia officials would burden the constitutional rights of the people; and

WHEREAS, the authority of Virginia officials in the Executive Branch impose mandates is derived from powers delegated to them by the General Assembly and is not a power inherent in any executive office; and

WHEREAS, officials to whom the General Assembly has delegated the authority to impose mandates have abused that authority by requiring those who assert religious or medical exemptions to comply with burdensome and discriminatory tests and other conditions that violate their constitutional rights; and

WHEREAS, the judiciary has failed to date to vindicate the constitutional rights of the people that are or would be violated by such mandates; and

WHEREAS, the governing bodies of local governments in Virginia lack the legal and practical means of directing and controlling the constitutional officers, including Commonwealth's Attorneys, Sheriffs and school boards, who are charged with enforcing such mandates; and

WHEREAS, the most effective, expeditious and timely response to the unconstitutional imposition of mandates would be a repeal by the General Assembly of Virginia of the authority delegated to executive officials to impose mandates on the people; and

WHEREAS, should the General Assembly decline to repeal the authority delegated to officials to impose mandates and officials who have imposed the mandates do not withdraw or appropriately revise the mandate, the people will be left with the extreme remedy of civil disobedience, which carries the risk of conviction, fine and/or imprisonment;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Spotsylvania County, Virginia calls upon the General Assembly to amend the relevant statues dealing with mandating medical treatment by establishing a clear and limiting delegation of authority to those in the Executive Branch and in local government offices to impose mandates, which overbroad delegation has been abused, and urges every local governing body and school board in the Commonwealth to join in this appeal to the General Assembly.

(SEAL)

A COPY TESTE:

Aimee Mann
Deputy Clerk of the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: SUP21-0001 Urfan & Uzair, LLC (Capital Auto)
Battlefield District

Type: Action, Resolution, Public Hearing, Power Point Presentation

Agenda Title: SUP21-0001 Urfan & Uzair, LLC (Capital Auto)
Battlefield District

Recommendation: The Planning Commission recommended denial of this request with a vote of 6-0 at their meeting August 4, 2021. Staff recommends denial of the request. Should the Board of Supervisor's deem the request appropriate for approval, staff has provided conditions in the staff report for the Board of Supervisor's consideration.

Summary: The applicant requests a special use to allow vehicle sale, rental, and ancillary service establishment (small scale) on a parcel consisting of approximately 1.67 acres zoned Commercial 3 (C-3). The parcel is addressed as 4714 Mine Road and is located on the south side of Mine Road (Route 636) approximately 534 feet east of the Jefferson Davis Highway (Route 1) and Mine Road (Route 636) intersection. The parcel is located in the Primary Development Boundary and the Primary Highway Corridor Overlay District. The property is designated for Commercial Land Use on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 36-17-A3. Battlefield Voting District.

Committee/Commission Summary: Planning Commission

Review Date: August 4, 2021

Status: Denied

Financial Impact: N/A

Staff Contacts: Brad Robinson, Planner II

Legal Counsel:

Alexandra Spaulding, Senior Assistant County Attorney

Additional Background/Other Considerations:

N/A

Consequence of Denial/Inaction:

The property may be used or redeveloped as permitted under the Commercial 3 (C-3) District.

ATTACHMENTS:

File Name	Description	Type
SUP21-0001_Capital_Auto_-_BOS_Presentation_09-28-2021.pdf	Presentation	Presentation
BOS_Staff_Report_-_Final_-_09-28-2021.pdf	BOS Staff Report	Staff Report
GDP_4th_Submission_2021-07-12.pdf	GDP 4th Submission	GDP
GDP_Narrative_-_Revised_07-12-21.pdf	Application Narrative	Backup Material
Vehicle_Delivery_Statement_-_Revised_07-12-21.pdf	Vehicle Delivery Statement	Backup Material
Application_-_Revised_07-12-21.pdf	Application	Backup Material
Signed_POA_Affidavit_-_Revised_07-12-21.pdf	Power of Attorney Affidavit	Backup Material
Project_Summary_SUP21-0001.pdf	Project Summary	Backup Material
Zoning_Map.pdf	Zoning Map	Backup Material
DRAFT_Approval_Resolution_SUP21-0001.pdf	Draft Approval Resolution	Resolution
DRAFT_Denial_Resolution_SUP21-0001.pdf	Draft Denial Resolution	Resolution
Draft_PC_Minutes_08-04-2021.pdf	Draft PC Minutes	Minutes
bos_20210928.pdf	Ad	Backup Material

SUP21-0001

Urfan & Uzair, LLC / Capital Auto

Battlefield District

Board of Supervisors Public Hearing

September 28, 2021

Brad Robinson, Planner II



SUP21-0001

Applicant: Urfan & Uzair, LLC

Project: Capital Auto

Battlefield District

Request

- To allow a vehicle sale, rental and ancillary service establishment (small scale) on a parcel consisting of approximately 1.67 acres.

SUP21-0001

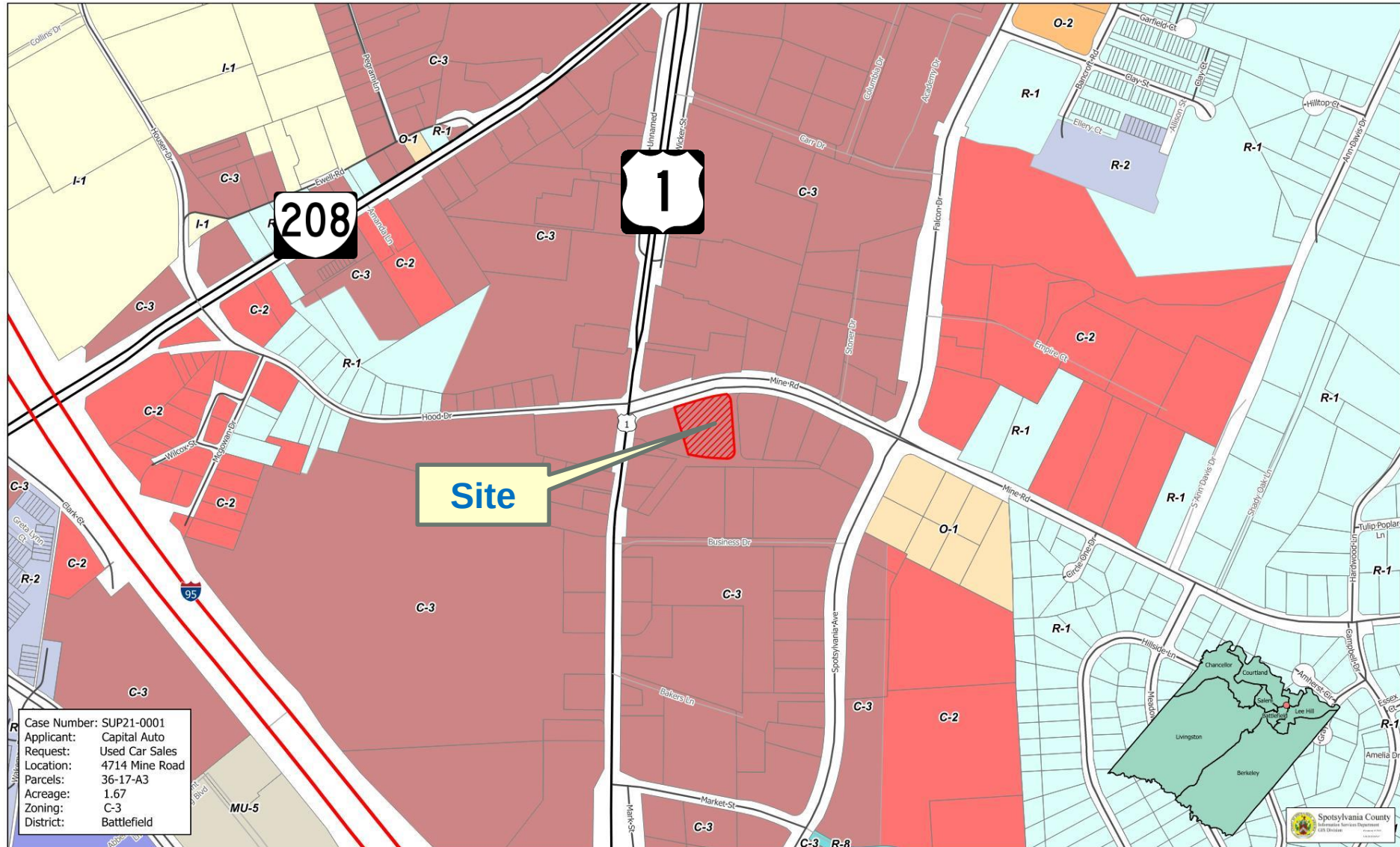
Applicant: Urfan & Uzair, LLC

Project: Capital Auto

Battlefield District

Recommendation

- The Planning Commission held a public hearing August 4, 2021 and recommended denial with a vote of 6-0.
- Staff recommends denial.







SUP21-0001

Applicant: Urfan & Uzair, LLC

Project: Capital Auto

Battlefield District

Findings

➤ In Favor:

- Consistent with the Comprehensive Plan with respect to land use designation.
- Allows for the reuse of an existing vacant commercial site.
- Estimated daily vehicular trips for the proposed use is less than the previous restaurant use.
- Sidewalk improvements will provide pedestrian connectivity in the area.

SUP21-0001

Applicant: Urfan & Uzair, LLC

Project: Capital Auto

Battlefield District

Findings

➤ **Against:**

- Not compatible with the development pattern of the immediate area.
- Not compatible with the consumer service uses around the site.
- Will utilize a commercial site located in close proximity to major economic development activity in the County.

SUP21-0001

Applicant: Urfan & Uzair, LLC

Project: Capital Auto

Battlefield District

Recommended Conditions

1. The project will be developed in conformance with the Generalized Development Plan titled “Special Use Permit, Generalized Development Plan, Capital Auto” dated February 19, 2021 and last revised July 12, 2021 as prepared by Sullivan, Donahoe & Ingalls, Inc.
2. Display vehicles will only be parked within designated parking spaces for vehicle display areas as depicted on the GDP.
3. No more than 86 display vehicles will be located on the site at any one time.
4. There will be no vehicle service (major or light) conducted on site.
5. Display vehicles will be delivered individually or via delivery trucks to the site utilizing the private access drive from Mine Road (Route 636) and the delivery truck path as depicted on the GDP. At no time shall delivery trucks block or park on the public street.

SUP21-0001

Applicant: Urfan & Uzair, LLC

Project: Capital Auto

Battlefield District

Recommended Conditions

6. No large commercial haulers are permitted to deliver vehicles to the site. Large commercial haulers are defined as delivery trucks that can haul more than 3 vehicles.
7. The existing freestanding sign will be modified or replaced with a monument sign that meets the requirements of the Highway Corridor Overlay District (HCOD). The sign must also comply with the requirements in Sec. 23-5.8.2 of the Zoning Ordinance.
8. All existing landscaping improvements as depicted on the GDP will remain in place and will be maintained. Dead or diseased trees and plantings must be replaced with equivalent species, size, and quantity.
9. The parking area will be paved, striped, and maintained in accordance with the pavement design standards.
10. Submission and approval of a minor site plan is required prior to commencement of the use.

SUP21-0001

Urfan & Uzair, LLC / Capital Auto

Battlefield District

Board of Supervisors Public Hearing

September 28, 2021

Brad Robinson, Planner II





County of Spotsylvania

Department of Planning

Staff Report

Special Use #SUP21-0001
(Battlefield Voting District)

Board of Supervisors

September 28, 2021

Planning Commission Recommendation:	Denial with a vote of 6-0
Staff Recommendation:	Denial
Project:	SUP21-0001 Capital Auto
Owner/Applicant:	Urfan & Uzair, LLC
Request:	The applicant requests a Special Use Permit to allow a vehicle sale, rental, and ancillary service establishment (small scale) on a parcel consisting of approximately 1.67 acres currently zoned Commercial 3(C-3).
Tax Map Parcel(s):	36 (17) A3
Location:	The parcel is addressed as 4714 Mine Road and is located on the south side of Mine Road (Route 636) approximately 534 feet east of the Jefferson Davis Highway (Route 1) and Mine Road (Route 636) intersection.
Zoning Overlay:	Highway Corridor Overlay District (Portion) Airport Protection Overlay District (FAA Tower Zone)
Future Land Use Designation:	Commercial
Historic Resources:	There are no known historic resources on the subject property.
Date Application Deemed Complete:	The application was deemed complete on March 15, 2021.
Community Meeting:	The applicant was not required to hold a community meeting.

Figure 1: Zoning Map

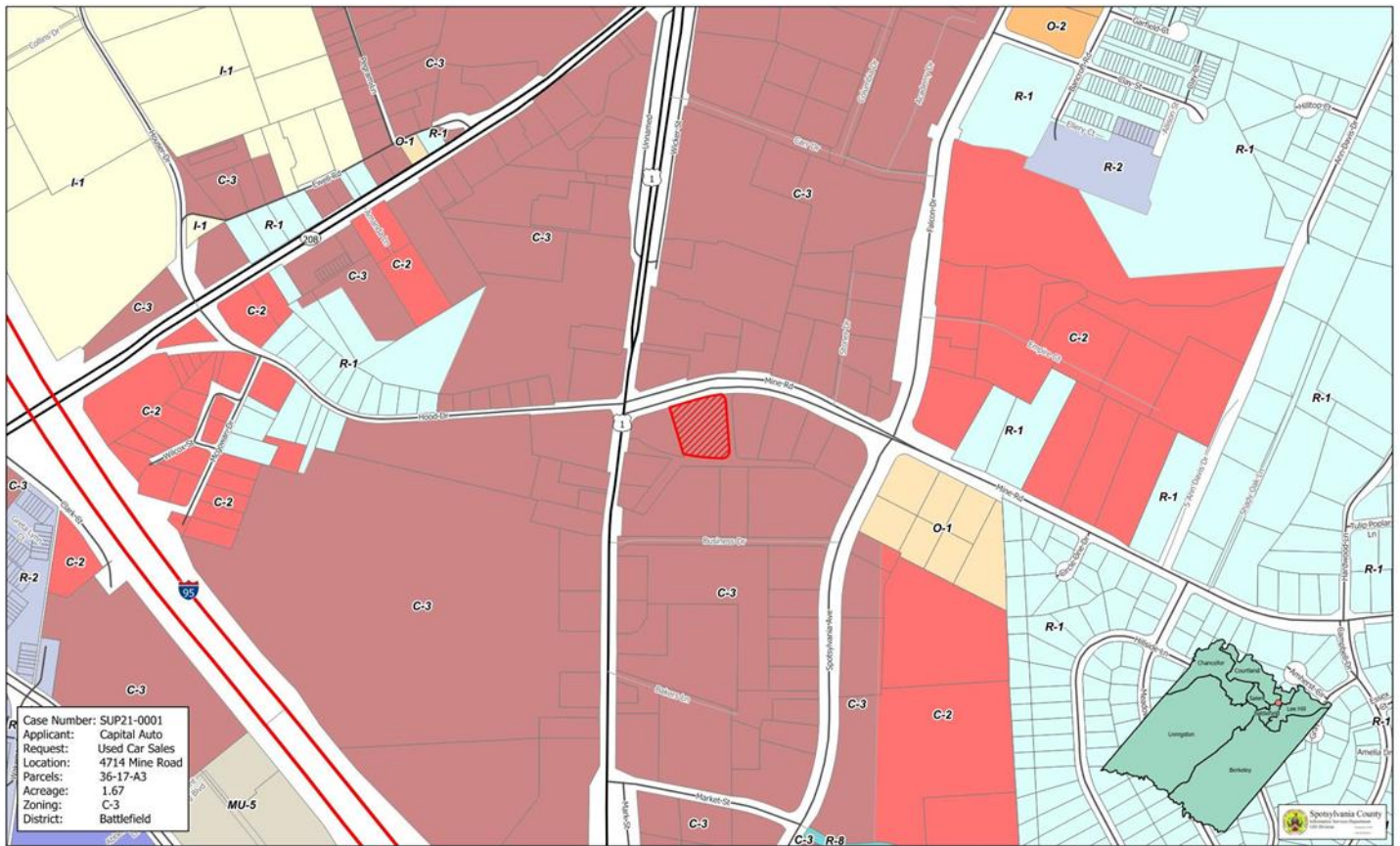
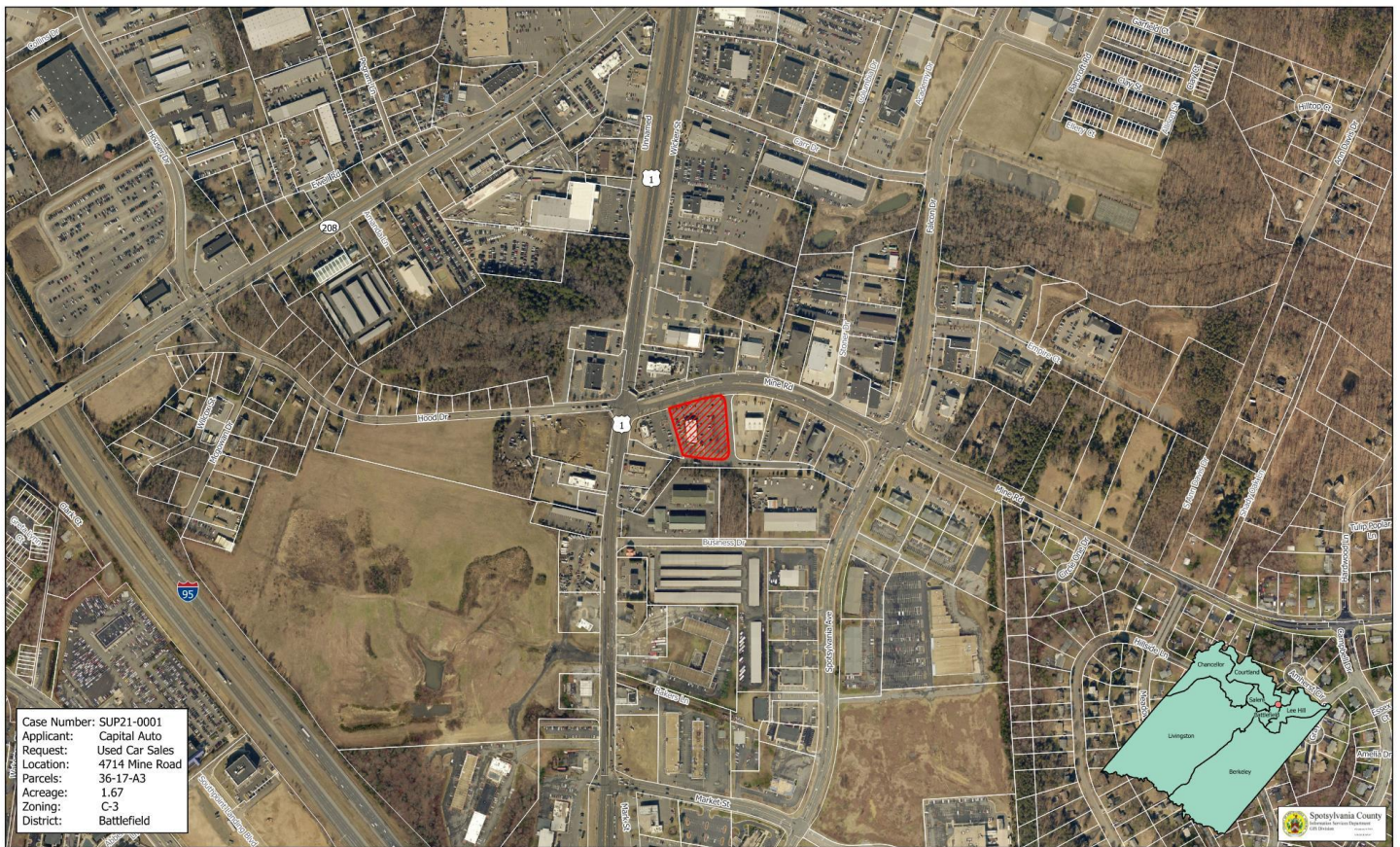


Figure 2: Aerial Map (2019)



Analysis

The applicant requests a special use permit to allow a vehicle sale, rental, and ancillary service establishment (small scale) on a parcel containing 1.67 acres and zoned Commercial 3 (C-3). The parcel is identified as Tax Map 36-17-A3 and is located at 4714 Mine Road (Route 636) approximately 534 feet east of the Jefferson Davis Highway (Route 1) and Mine Road (Route 636) intersection. The property is currently developed with an existing 5,915 square foot vacant building and parking area that was formerly occupied by a Ruby Tuesday restaurant. The proposal is to adaptively reuse the property for used car sales to be known as Capital Auto, a dealership which was formerly located at 4601 Lassen Lane approximately 1.1 miles north of the property before ceasing operation at that location. The existing building will be utilized as the sales office and the existing parking area will be designated for customers, employees and display vehicles. No alterations to the existing building are proposed and the applicant has indicated no vehicle servicing of any kind will occur on the site.

The Generalized Development Plan (GDP) proposes to allocate 19 spaces in the parking area for customers and 5 spaces for employees, with the remaining 86 spaces to be designated for display vehicles. Staff has recommended a condition limiting the number of display vehicles on the property to 86 vehicles, to ensure that all display vehicles are parked and stored in a designated parking space and that parking on the site does not exceed its capacity. Staff has also recommended conditions to ensure the existing landscaping on the property be retained and the existing freestanding sign be replaced or modified in order to be in compliance with the Zoning Ordinance and the Highway Corridor Overlay District (HCOD) sign regulations.

The GDP identifies an upgrade to the property with pedestrian accommodations which currently do not exist, bringing the property into compliance with requirements of the Design Standards Manual. A 5' sidewalk will be constructed along the property's frontage along Mine Road and along the access drive at the rear of the property. An existing parking space adjacent to the proposed bike rack will be closed and striped to provide pedestrian access from the front sidewalk along Mine Road to the front entrance of the building.

The site is accessed from a 30' wide access drive from Mine Road (Route 636) on the east side of the site. The same access drive is also located along the south and rear side of the site and adjoining properties, providing additional access points from Jefferson Davis Highway (Route 1) and Spotsylvania Avenue (Route 1234). The applicant submitted within the GDP narrative a vehicle delivery statement indicating that delivery of stock vehicles will utilize the entrance from Mine Road (Route 636) using a RAM 3500 truck with a fifth wheel trailer. Staff has recommended a condition prohibiting the use of large commercial haulers capable of accommodating more than 3 vehicles, which is a condition that has been approved with other Special Use Permits for vehicle sales establishments. The loading zone at the rear of the former restaurant will be used for the onsite delivery and unloading of stock vehicles without the use of any public or private streets. The estimated daily vehicular trips generated by the proposed use is 160 trips per day which is lower than the 662 trips estimated for the previous restaurant use. Based on the reduced number of trips, an impact to levels of service on Mine Road (Route 636) is not anticipated as a result of this proposal.

Staff has conducted a Comprehensive Plan analysis and determined the proposed project to be consistent with the goals and objectives on the Comprehensive Plan. Please see Appendix A for the complete Comprehensive Plan analysis.

Special Use Standards of Review

Section 23-4.5.7 of the County Zoning Ordinance outlines eight standards that shall be met by an application for consideration of approval. The following table details those standards with staff comments.

STANDARDS OF REVIEW FOR SPECIAL USE APPROVAL	
STANDARD	STAFF COMMENT
1. Proposed use is in accord with the comprehensive plan and other official plans adopted by the county.	The proposed use generally conforms to comprehensive plan with regard to the Commercial Land Use designation of the site; however, the nature of the proposed use is not compatible with the existing retail and service uses that surround the site. Given the existing commercial development that exists in this area, County Economic Development has stated that “the property would be better suited for a restaurant use”; therefore, the property is being actively marketed for this type of use accordingly by Economic Development
2. Proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area.	The proposed use is not in harmony or compatible with the character of the immediate area which contains predominantly consumer service uses. The development pattern of the area has concentrated this type of use primarily north of Mine Road along the Route 1 corridor. While a similar use exists within close proximity of the site, it is located along Route 1 on a parcel greater than two acres in size. The uses along Mine Road transition to residential development less than one mile east of the site, essentially serving as a gateway to these neighborhoods.
3. Proposed use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.	The proposed use will utilize a site within the vicinity of the proposed Fredericksburg VA Health Care Center which will be the largest veterans health care center in the nation when completed. Employees and patients of the center are expected to become patrons of local retail which has prompted significant new and redevelopment in the project area including substantial County investment in improvements to

	the surrounding transportation network. The C-3 zoning of the property is the most generous of the County's commercial districts with regard to uses permitted by right, offering an opportunity for the property to be developed or redeveloped with a use more compatible with the surrounding area.
4. Proposed use will not adversely affect the health or safety of persons residing or working in the neighborhood.	The proposed use will not adversely affect the health or safety of the neighborhood which contains commercial uses. The construction of the sidewalks is a public safety benefit.
5. Proposed use will not be detrimental to the public welfare or injurious to property or improvements within the neighborhood.	The proposed use will not be detrimental to the public welfare. The construction of the sidewalks is a public safety benefit.
6. Proposed use is appropriately located with respect to transportation facilities, water supply, wastewater treatment, fire and police protection, waste disposal, and similar facilities.	The proposed use is appropriately located with respect to the availability of these facilities.
7. Proposed use will not cause undue traffic congestion or create a traffic hazard.	The projected traffic generated from the proposed use is lower than that of the former use. The proposed use is not expected to cause significant congestion or hazards to the existing road network. The addition of sidewalks on the property provides accommodations and connectivity for pedestrians.
8. Proposed use will have no unduly adverse impact on environmental or natural resources.	The proposed use will not have an adverse impact on the environment or natural resources. The proposal is primarily a change of use with less than 2,500 square feet of additional impervious area added in the form of sidewalks, which is approximately a 2% increase.

II. Key Findings

In Favor:

- The request is consistent with the Comprehensive Plan with respect to land use, public facilities and historic and natural resources goals and policies.
- The proposal allows for the reuse of an existing vacant commercial site.
- The estimated daily vehicular trips for the proposed use is less than the previous restaurant use and is not expected to have a negative impact on the transportation network.
- The proposal includes sidewalk improvements which will provide pedestrian connectivity in the area.

Against:

- The proposed use is not compatible with the development pattern of the immediate area; similar uses are concentrated further north along Route 1.
- The proposed commercial use is not compatible with the consumer service uses around the site.
- The proposed use will utilize a commercial site located in close proximity to major economic development activity in the County. The C-3 zoning of the property is the most generous of the County's commercial districts with regard to uses permitted by right, offering an opportunity for the property to be developed or redeveloped with a use more compatible with the surrounding area.

III. Recommendation and Conditions

Uses that are designated as special uses are generally compatible with other uses permitted in a district but which, because of their unique characteristics or potential impacts, require individual consideration of their design, configuration or operation at the particular location (Sec. 23-4.5.1). The proposal generally conforms to the commercial land use designation but would introduce a use currently contained primarily north of the site along Route 1. This segment of Mine Road provides services for nearby residential development in addition to forthcoming economic development. Staff notes that while a large scale vehicle sales establishment is permitted by right in the C-3 district, this segment of Mine Road does not contain parcels that are large enough to accommodate this use which limits its ability to be located throughout the C-3 district. Based on staff's analysis and findings against noted above, staff recommends denial of the request.

Should the Board of Supervisors deem this application appropriate for approval, staff recommends approval be accompanied with the following conditions:

1. The project will be developed in conformance with the Generalized Development Plan titled "Special Use Permit, Generalized Development Plan, Capital Auto" dated February 19, 2021 and last revised July 12, 2021 as prepared by Sullivan, Donahoe & Ingalls, Inc.

2. Display vehicles will only be parked within designated parking spaces for vehicle display areas as depicted on the GDP.
3. No more than 86 display vehicles will be located on the site at any one time.
4. There will be no vehicle service (major or light) conducted on site.
5. Display vehicles will be delivered individually or via delivery trucks to the site utilizing the private access drive from Mine Road (Route 636) and the delivery truck path as depicted on the GDP. At no time shall delivery trucks block or park on the public street.
6. No large commercial haulers are permitted to deliver vehicles to the site. Large commercial haulers are defined as delivery trucks that can haul more than 3 vehicles.
7. The existing freestanding sign will be modified or replaced with a monument sign that meets the requirements of the Highway Corridor Overlay District (HCOD). The sign must also comply with the requirements in Sec. 23-5.8.2 of the Zoning Ordinance.
8. All existing landscaping improvements as depicted on the GDP will remain in place and will be maintained. Dead or diseased trees and plantings must be replaced with equivalent species, size, and quantity.
9. The parking area will be paved, striped, and maintained in accordance with the pavement design standards.
10. Submission and approval of a minor site plan is required prior to commencement of the use.

PLANNING COMMISSION MEETING UPDATE:

The Planning Commission held a public hearing on August 4, 2021 and recommended denial with a vote of 6-0 noting concerns regarding the project's proximity to nearby economic development and transportation improvements as well as its location along a gateway into residential areas. No citizens spoke during the hearing, however one letter in opposition was received. The Planning Commission additionally recommended the drafted conditions should the Board deem the request appropriate for approval.

Spotsylvania County Government

Appendix A

Comprehensive Plan Analysis

Spotsylvania County Comprehensive Plan Analysis Overview

The Spotsylvania County Comprehensive Plan presents a long range land use vision for the County. The Comprehensive Plan sets forth principles, goals, policies, and implementation techniques that will guide the development activity within the County and promote, preserve, and protect the health, safety, and general welfare of its citizens. Specifically, the Plan provides data and analysis on land use, transportation, housing, natural and historic resources, and public facilities and utilities. The purpose of this document is not to regulate, but rather guide land use, transportation, and infrastructure decisions. This guidance seeks to ensure continued economic and community vitality while ensuring necessary policies and infrastructure are in place to provide for the continuation of quality services to Spotsylvania's residents and businesses.

The proposed vehicle sale, rental and ancillary service establishment, small scale is located within the Primary Development Boundary. The Primary Development Boundary defines the area within which public water and sewer utilities will be provided. The Primary Development Boundary is shown on the Future Land Use Map of the Comprehensive Plan. Land within the boundary is intended to develop with higher residential densities and more intensive non-residential uses than outside of the boundary. By maintaining a Primary Development Boundary, the County encourages the most efficient use of the land while preserving the rural character. The proposed use is consistent with the intent of the Primary Development Boundary.

The proposed vehicle sale, rental and ancillary service establishment, small scale is located within a commercial land use designation per the Future Land Use Map. The commercial land use designation is consistent with the projects location characterized by commercial development and zoning in and around the site. The immediate area has an abundance of Commercial 2, Commercial 3 zoned property and commercial uses such including but not limited to retail sales establishments, car wash, vehicle light service establishments, eating establishments, fuel dispensing facilities with convenience store, hotel/motel, office and medical facilities nearby. Staff notes the project site was formerly used as a Ruby Tuesday's Restaurant. As per the Comprehensive Plan Land Use Element, the commercial land use designation *consists of a variety of retail and office uses, examples of which include, but are not limited to: medical facilities, shopping centers, restaurants, automobile service and sales facilities, and similar uses.* As a commercial use, on balance the proposal is consistent with the commercial land use designation.

As a Commercial 3 zoned property, the proposed vehicle sale, rental and ancillary service establishment, small scale requires a special use permit. Commercial 3 zoning is considered appropriate and complementary to the Commercial land use category in the Comprehensive Plan. As per County Code Section 23-4.5.1, Special uses are considered generally compatible with other land uses permitted in a zoning district but which, because of their unique characteristics or potential impacts on the surrounding neighborhood and the county as a whole, require individual consideration of their design, configuration, and/or operation at the particular location proposed.

Considering recent and emerging development within the area, staff reached out to Spotsylvania County Economic Development to better understand development prospects in the area and to diagnose whether a use such as that proposed would pair well with emerging trends in the area. This question is aimed at special use compatibility specific to operation at the particular location proposed as outlined above. Per feedback received, *with the VA hospital coming in across Rt. 1 and the transportation improvements scheduled for*

the area economic development staff feels that this is not a good use and that the property would be better suited for a restaurant use. The VA facility will provide care for 29,000 veterans and probably 7,000 DoD beneficiaries annually, creating a need and a market for a dine in restaurant facility at this location.

After conducting an analysis of applicable Comprehensive Plan Goals, staff has identified application strengths, deficiencies, and policy concerns worthy of consideration as outlined in the Comprehensive Plan policy analysis below:

Introduction and Vision:

Guiding Principles and Policies A. Spotsylvania County is a “business friendly” community and local job creation is a priority. As a commercial use, this proposal is business friendly and supports the creation of local jobs. As noted in Economic Development review however, the proposed use may/does not complement the existing development pattern or the anticipated emerging area development opportunities and synergies associated with a major redevelopment occurring in the immediate area VA hospital in development nearby. Economic Development staff has confirmed they are actively recruiting restaurant uses to occupy this space.

Guiding Principles and Policies B. Spotsylvania County is fiscally sustainable. Guiding Principles and Policies B.1. Achieve a 70/30 mix of residential to commercial/industrial development (based on assessed value), and the annual growth of the industrial and commercial tax base at a rate greater than 2%. As a commercial project this proposal is expected to be fiscally beneficial to the County. This project positively contributes to the County’s commercial growth rate goal.

Guiding Principles and Policies B.3. Development projects seeking increased residential density and/or non-residential intensity should address its impacts on the infrastructure of the county. As a commercial project there are no level of service impacts upon County schools or parks associated with this proposal. This site formerly hosted an eating establishment. Traffic impact is expected to be lower than the former use onsite. As a vehicle sales facility there is interest in assuring inventory loading and unloading is conducted within the project area and not via public right-of-way, potentially impacting traffic flow. This has been a concern resulting from similar uses elsewhere in the County. This activity is prohibited and enforceable by law however as part of special use permit due diligence staff recommends emphasizing prohibition of inventory loading and off-loading direct from public right-of-way as part of project conditions. The project GDP clearly depicts onsite loading and delivery path to accommodate loading and unloading.

Guiding Principles and Policies B.3.a. The County should support alternative onsite transportation alternatives and recreational options such as transit, pedestrian and bicycle facilities that are able to, or will, connect to neighboring properties. Sidewalk infrastructure is included as required by the Design Standards Manual. Details on sidewalk improvements include: construction of a standard 5’ wide sidewalk along the project’s Mine Road frontage and along the private road to the rear of the project. These improvements complement the County Trailways Master Plan and will ultimately enhance pedestrian connectivity in the area.

Guiding Principles and Policies B.4. Preserve significant natural, historic, and cultural resources of the County to ensure the continued allure of the County as a tourism destination. There are no expected

negative impacts to significant natural, historic, or cultural resources. This site is already developed as a restaurant with customer parking and landscaping.

Guiding Principles and Policies E.1. Protect environmental quality by promoting a comprehensive approach to air and water quality management. Examples of approaches to accomplish this could include: green space and tree preservation, stream restoration, and low impact development (LID).

This rezoning request is not expected to negatively impact any sensitive environmental resources. Project development will be subject to regulatory protections concerning environmental quality. A number of these environmental protective measures are referenced in the project narrative provided by the applicant.

Land Use:

Future Land Use Map Designation. This project is consistent with the intent of the Primary Development Boundary and the commercial land use designation.

Land Use Policies Applicable to All Land Uses 3. Wherever possible, existing trees and tree buffers should be preserved rather than replacing mature vegetation with new plantings. This is a previously developed site with landscaping and open space areas. As depicted on the GDP, these existing landscape areas are to remain. Staff notes this is also a recommended condition to assure existing vegetation remains.

Land Use Policies Applicable to All Land Uses 8. Redevelopment and investment in existing developed areas should be encouraged provided that the development does not adversely impact adjoining properties

The proposed vehicle sale, rental and ancillary service establishment, small scale is located within a commercial land use designation per the Future Land Use Map. The commercial land use designation is consistent with the projects location characterized by commercial development and zoning in and around the site. The immediate area has an abundance of Commercial 2, Commercial 3 zoned property and commercial uses such including but not limited to retail sales establishments, car wash, vehicle light service establishments, eating establishments, fuel dispensing facilities with convenience store, hotel/motel, office and medical facilities nearby. Staff notes the project site was formerly used as a Ruby Tuesday's Restaurant. As per the Comprehensive Plan Land Use Element, the commercial land use designation *consists of a variety of retail and office uses, examples of which include, but are not limited to: medical facilities, shopping centers, restaurants, automobile service and sales facilities, and similar uses.* As a commercial use, on balance the proposal is consistent with the commercial land use designation.

As a Commercial 3 zoned property, the proposed vehicle sale, rental and ancillary service establishment, small scale requires a special use permit. Commercial 3 zoning is considered appropriate and complementary to the Commercial land use category in the Comprehensive Plan. As per County Code Section 23-4.5.1, Special uses are considered generally compatible with other land uses permitted in a zoning district but which, because of their unique characteristics or potential impacts on the surrounding neighborhood and the county as a whole, require individual consideration of their design, configuration, and/or operation at the particular location proposed.

Considering recent and emerging development within the area, staff reached out to Spotsylvania County Economic Development to better understand development prospects in the area and to diagnose whether a use such as that proposed would pair well with emerging trends in the area. This question is aimed at special use compatibility specific to operation at the particular location proposed as outlined above. Per feedback

received, with the VA hospital coming in across Rt. 1 and the transportation improvements scheduled for the area economic development staff feels that this is not a good use and that the property would be better suited for a restaurant use. The VA facility will provide care for 29,000 veterans and probably 7,000 DoD beneficiaries annually, creating a need and a market for a dine in restaurant facility at this location.

As a vehicle sales facility there is interest in assuring inventory loading and unloading is conducted within the project area and not via public right-of-way, potentially impacting traffic flow. This has been a concern resulting from similar uses elsewhere in the County. This activity is prohibited and enforceable by law however as part of special use permit due diligence staff recommends emphasizing prohibition of inventory loading and off-loading direct from public right-of-way as part of project conditions. The project GDP clearly depicts onsite loading and delivery path to accommodate loading and unloading.

As a high visibility corridor falling within the Rt 1 Highway Corridor Overlay District, aesthetic sensitivities are valued. Character impacts are a consideration of Special Use Permit Standards of Review, specifically *Proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area.* In addition to assuring adequate onsite loading and loading, staff believes inventory placement onsite and assurance of adequate staff and customer parking is an important consideration. To address the concern staff recommends consideration of conditions that limit parking of customer, employee, and vehicle inventory to GDP delineated parking spaces only. The intent would be to avoid lot cramming, inhibited or closed onsite travelways, parking where not intended, and parking upon open space areas.

Staff has also identified a project condition intent on maintenance of existing onsite landscaping within open space areas.

The project positively complements sidewalk connectivity goals.

Commercial Lane Use Policy 6: Encourage the retention and expansion of existing business operations, as well as the attraction of new businesses and investment. This project reactivates a former business site and complements policy of business retention and attraction.

Transportation:

Transportation Policy 1, Strategy 1. Achieve no less than a “D” Peak Hour Level of Service on 90% of County secondary roads within the Primary Development Boundary as shown in the Thoroughfare Plan. In the Primary Settlement District, levels of service are lower to encourage development and redevelopment to densities and intensities that maximize use of the existing infrastructure. Transportation Policy #2. Ensure that new development does not degrade Levels of Service and mitigates its impact on the transportation network. The projected traffic generated from the proposed use is lower than that of the former use. The proposed use should not cause any significant congestion or hazards to the surrounding road network.

Transportation Policy 2, Strategy 5. The County should support alternative onsite transportation alternatives and recreational options such as transit, pedestrian and bicycle facilities that are able to, or will, connect to neighboring properties. Transportation Policy #3. Promote alternative modes of transportation and multi-modal facilities to more effectively address demands on the transportation network. Sidewalk infrastructure is included as required by the Design Standards Manual. Details on sidewalk improvements include: construction of a standard 5’ wide sidewalk along the project’s Mine Road

frontage and along the private road to the rear of the project. These improvements complement the County Trailways Master Plan and will ultimately enhance pedestrian connectivity in the area.

Historic Resources:

Historic Resources Policy 1. Encourage and promote the voluntary protection and preservation of scenic, historic, cultural, architectural, and archaeological resources. Historic Resources Policy 1, Strategy 2. Support the preservation of resources with local, state, or national significance. There are no expected negative impacts to significant natural, historic, or cultural resources.

Natural Resources:

Natural Resources Policy 1. Balance the protection of environmental resources and natural wildlife habitats with development. Natural Resources Policy 1, Strategy 1. The County should support the mitigation of impacts upon unique and/ or endangered resources including rare species and their habitats. There are no expected negative impacts to significant natural, historic, or cultural resources.

Natural Resources Policy 1, Strategy 3. Encourage land development practices, which minimize impervious cover to promote groundwater recharge, and/ or tree preservation. This is a previously developed site with landscaping and open space areas. As depicted on the GDP, these existing landscape areas are to remain. Staff notes this is also a recommended condition to assure existing vegetation remains.

SPECIAL USE PERMIT
GENERALIZED DEVELOPMENT PLAN
CAPITAL AUTO

VEHICLE SALES ESTABLISHMENT, SMALL SCALE
4714 MINE ROAD
TAX MAP 36 ((17)) A3
BATTLEFIELD VOTING DISTRICT
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

APPLICANT/OWNER

URFAN & UZAIR, LLC
4600 LASSEN LANE
FREDERICKSBURG, VA 22408
571-232-4441

SITE DATA

TAX MAP:	36-17-A3	
TOTAL AREA:	1.67 AC	
DISTURBED AREA:	3,500 SF	
EXISTING ZONE:	C-3	
OVERLAY DISTRICT(S):	AIRPORT OVERLAY DISTRICT HIGHWAY CORRIDOR OVERLAY DISTRICT	
EXISTING USE:	RESTAURANT	
PROPOSED USE:	VEHICLE SALES ESTABLISHMENT, SMALL SCALE	
SETBACKS:	REQUIRED:	PROVIDED:
	FRONT: 30'	161'
	SIDE: 0'	19.5'
	REAR: 20'	217.5'
OPEN SPACE REQUIREMENT:	REQUIRED: 15% SEE LANDSCAPE AREA BREAKDOWN, SHEET 3	PROVIDED: 29.3% (0.49 AC)
MAXIMUM BUILDING HEIGHT:	75'	
GROSS FLOOR AREA RATIO:	0.09 (1.0 MAXIMUM)	
HYDRAULIC UNIT CODE:	RA47	
WATERSHED:	MASSAPONAX CREEK	
WATER:	PUBLIC	
SEWER:	PUBLIC	
ESTIMATED VPD:	662 TRIPS (EXISTING), 160 TRIPS (PROPOSED) SEE CALCULATIONS THIS SHEET	
HISTORIC FEATURES:	NONE KNOWN	
KNOWN PLACES OF BURIAL:	NONE KNOWN	
WETLANDS ON SITE:	NONE	
SOLID WASTE COLLECTION:	PRIVATE	
IMPERVIOUS SURFACE RATIO:	70.7%	

PASS NOTE

DUE TO RECENT FINDINGS OF POSSIBLE ACID SULPHATE SOILS (PASS) WITHIN SPOTSYLVANIA COUNTY, IT IS RECOMMENDED THAT THE DEVELOPER, BUILDERS AND ENGINEERS BE AWARE THAT IF ACID SULFATE SOILS AS WELL, AS OTHER SOILS THAT PRODUCE A pH OF 4 OR LESS ARE PRESENT ON THE PROJECT SITE, EXTENSIVE TREATMENT TO BRING THE SOIL'S ACID/pH LEVEL TO AN ACCEPTABLE LEVEL TO SUSTAIN ANY FORM OF PLANT GROWTH MAY BE REQUIRED.

CBPA NOTE

CBPA IS AN OVERLAY DISTRICT OF THE ENTIRE SPOTSYLVANIA COUNTY AND THE PARCEL DESCRIBED WITHIN THIS PLAN LIES WITHIN THE RMA FEATURES AND DOES NOT CONTAIN RPA FEATURES WITH THE CHESAPEAKE BAY PRESERVATION AREA OVERLAY DISTRICT. THE RPA IS A 100 FOOT WIDE BUFFER AREA THAT SHALL REMAIN UNDISTURBED AND VEGETATED IN ACCORDANCE WITH SPOTSYLVANIA COUNTY CODE CHAPTER 6A, CHESAPEAKE BAY PRESERVATION.

PARKING TABLE

	REQUIREMENT	REQUIRED	PROVIDED
VEHICLE SALES ESTABLISHMENT	SEE CALCULATION BREAKDOWN	11	24
VEHICLE DISPLAY AREA	-	-	86
TOTAL		11	110
LOADING SPACES	1 PER 5000 SF GFA PLUS 1 PER 30,000 SF GFA	2	2

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS CORRECT AND COMPLIES WITH CHAPTER 6A OF THE SPOTSYLVANIA COUNTY CODE, AND THAT I AM A QUALIFIED PROFESSIONAL LICENSED IN VIRGINIA.

05-24-2021
DATE

MICHAEL E. MOORE, P.E.

SULLIVAN, DONAHOE & INGALLS
ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
P.O. BOX 614
FREDERICKSBURG, VIRGINIA 22404
PHONE 540-898-5878

SPOTSYLVANIA COUNTY FILE NO.: SUP21-0001

SHEET INDEX

- COVER SHEET
- EXISTING CONDITIONS
- GENERALIZED DEVELOPMENT PLAN

PARKING CALCULATIONS

REQUIRED PARKING
VEHICLE SALES ESTABLISHMENT
1 SPACE PER 500 SF ENCLOSED SALES/DISPLAY AREA
1 SPACE PER 2,500 SF OPEN SALES/DISPLAY AREA
2 SPACES PER SERVICE BAY
1 SPACE PER EMPLOYEE (5 MINIMUM)
ENCLOSED SALES: 0 SF / 500 = 0 SPACES
OPEN SALES: 14,549 SF / 2,500 = 6 SPACES
SERVICE BAY: 0 = 0 SPACES
EMPLOYEES: 2 = 5 SPACES (MINIMUM)
TOTAL REQUIRED PARKING: 11 SPACES
PROVIDED PARKING: 24 SPACES (INCLUDING 5 ACCESSIBLE)

VPD CALCULATIONS

EXISTING USE
HIGH-TURNOVER (SIT-DOWN) RESTAURANT (932)
ITE TRIP GENERATION MANUAL (10TH ED.)
DAILY
112.18 TRIPS PER 1000 GFA
112.18 * 5.9 = 662 VPD
AM PEAK HOUR GENERATOR
14.04 TRIPS PER 1000 GFA
14.04 * 5.9 = 83 VPH
PM PEAK HOUR GENERATOR
17.41 TRIPS PER 1000 GFA
17.41 TRIPS * 103 VPH
PROPOSED USE
AUTOMOBILE SALES (USED) (841)
ITE TRIP GENERATION MANUAL (10TH ED.)
DAILY
27.06 TRIPS PER 1000 GFA
27.06 * 5.9 = 160 VPD
AM PEAK HOUR GENERATOR
4.21 TRIPS PER 1000 GFA
4.21 * 5.9 = 25 VPH
PM PEAK HOUR GENERATOR
4.92 TRIPS PER 1000 GFA
4.92 * 5.9 = 29 VPH



VICINITY MAP

1"=2000'



DATE	REVISIONS
04-20-2021	PER TRC COMMENTS
05-24-2021	REVISED APPLICANT/OWNER
07-12-2021	PER COUNTY COMMENTS

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
P.O. BOX 614
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE 540-898-5878

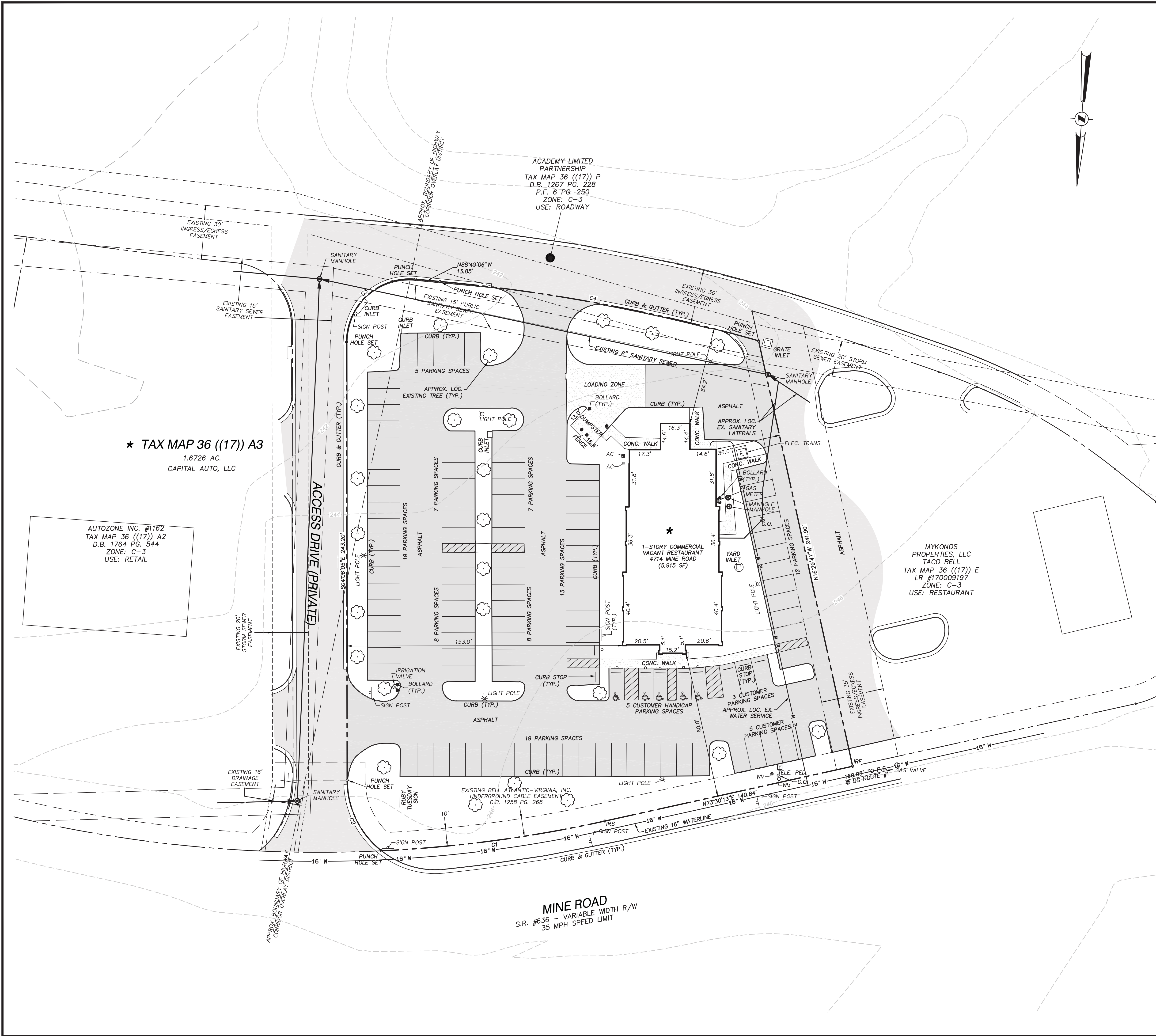
SULLIVAN
DONAHOE &
INGALLS
SDI

CAPITAL AUTO
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

COVER SHEET

DES/DRFT: MMW
CHECKED: KLO
APPROVED: ZEM
JOB NO.: 21-SP-0004
DATE: 02-19-2021
SCALE: AS SHOWN

SHEET 1
OF 3 SHEETS



SURVEY NOTES

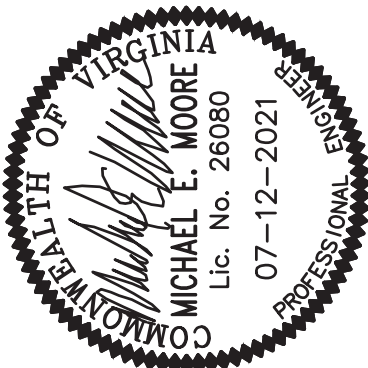
1. NO TITLE REPORT FURNISHED.
2. THIS PROPERTY IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
3. THIS PLAN DOES NOT REPRESENT THAT ALL EXISTING UTILITIES ARE SHOWN OR THAT THOSE SHOWN ARE LOCATED CORRECTLY.
4. SULLIVAN, DONAHOE, & INGALLS DOES NOT CERTIFY AS TO THE LOCATION OF ANY UNDERGROUND UTILITIES.
5. TOPOGRAPHIC INFORMATION BASED ON SPOTSYLVANIA COUNTY GIS.
6. MERIDIAN IS VIRGINIA STATE PLANE N.A.D. 1983. BOUNDARY PER PLAT BY SULLIVAN, DONAHOE AND INGALLS DATED MAY 6, 1997 AND RECORDED IN P.F. 6 PG. 250.
7. NO WETLANDS ARE LOCATED ON-SITE.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	TANGENT	CH. BEARING
C1	736.51'	9°44'53"	125.31'	62.80'	N78°22'40"E
C2	50.00'	51°42'13"	45.12'	24.23'	S29°57'11"E
C3	35.00'	95°16'59"	58.21'	38.39'	S43°32'25"W
C4	966.48'	10°40'28"	180.06'	90.29'	N83°28'52"W

IMPERVIOUS AREA			
	EXISTING	ADDITIONAL PROPOSED	TOTAL
ASPHALT	40,410 SF	0 SF	40,410 SF
BUILDING	5,915 SF	0 SF	5,915 SF
CONCRETE	2,775 SF	2,379 SF	5,154 SF
TOTAL	49,100 SF	2,379 SF	51,479 SF

LEGEND

APPROXIMATE LOCATION, EXISTING LANDSCAPING (SEE LANDSCAPE NOTE SHEET 1)



DATE	REVISIONS
04-20-2021	PER TRC COMMENTS
05-24-2021	REVISED APPLICANT/OWNER
07-12-2021	PER COUNTY COMMENTS

ENGINEERS, SURVEYORS & ENVIRONMENTAL SERVICES
P.O. BOX 614
10720 COLUMBIA DRIVE
FREDERICKSBURG, VIRGINIA 22404
TELEPHONE 540-898-5876

SULLIVAN
DONAHOE &
INGALLS

SDI

CAPITAL AUTO
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

EXISTING CONDITIONS

DES/DRFT: MMW
CHECKED: KLO
APPROVED: ZEM
JOB NO.: 21-SP-0004
DATE: 02-19-2021
SCALE: 1"=25'

URFAN & UZAIR, LLC

DATE: July/12//2021

4600 Lassen lane

Fredericksburg VA 22408

Generalized Development Plan Narrative

The Generalized Development plan is for the purpose of obtaining a special permit for a used car sales site that is less than 2 acres in size, 1.67 ac. This site (4714 Mine Rd, Fredericksburg VA 22408) is an existing commercial zoned (C-3) site with an existing 5,915 SF one story building and 111 paved parking spots that was a former restaurant. The proposed Used Car Sales use will utilize the existing building as sales office. For the site and utilize a portion of the existing on site-parking lot for outdoor/open vehicles display area and the rest for employee and customer parking.

URFAN & UZAIR, LLC is planning to hire five people, a general manager, two salespersons, one finance manager and one title clerk to work in this location.

We will be open Monday – Saturday from 9:00am to 6:00pm and Sunday from 1:00pm to 6:00pm.

Thanks for your cooperation.

Very Respectfully

URFAN & UZAIR, LLC

Naqibullah Mohd Ismail

Owner

Email:Naqibusmani9@gmail.com

Phone:571- 232-4441



URFAN & UZAIR, LLC

DATE: July/12//2021

4600 Lassen lane

Fredericksburg VA 22408

Vehicle Delivery Statement:

The Vehicle delivery plan is for the purpose of obtaining a special permit for a used car sales site that is less than 2 acres in size, 1.67 ac. This site (4714 Mine Rd, Fredericksburg VA 22408) is an existing commercial zoned (C-3) site with an existing 5,915 SF one story building and 111 paved parking spots that was a former restaurant. The proposed Used Car Sales use will utilize the existing building as sales office. For the site and utilize a portion of the existing on site-parking lot for outdoor/open vehicles display area and the rest for employee and customer parking.

Vehicle stock will be delivered to the site using Ram 3500 truck with a fifth wheel trailer. Delivery truck and trailer is 68 feet from front of truck to rear of trailer. Delivery truck will utilize the existing commercial entrance and access road from Mine Road on the east side of the site and drive to access road at the rear (south side) of the site turning right (west) onto the access road and passing the rear of the building. Once unloaded delivery truck will then enter back on the rear (south) access road and follow the access road back to Mine road. See sheet 3 of the GDP for graphical representation of proposed delivery truck path.

Thanks for your cooperation.

Very Respectfully

URFAN & UZAIR, LLC

Naqibullah Mohd Ismail

Owner

Email:Naqibusmani9@gmail.com

Phone:571- 232-4441





**SPECIAL USE
APPLICATION**
(Please type or
print)

Date: 07/12/2021 Case: SUP 21-0001

07/01/2019

110-0000-316-16-08 (395)	Mailing	\$	
260-0000-318-99-14	Intake	\$	65.00
	Process. Fee		
110-0000-316-16-08 (395)	Planning	\$	
110-0000-316-16-10 (334)	GIS	\$	190.00
260-0000-313-03-45	Zoning	\$	455.00
Total Filing Fee: _____			

Urfan & Uzair, LLC

Applicant's Name

4600 Lassen Lane

Applicant's Address

Fredericksburg, VA 22408

City, State, Zip Code

Naqibusmani9@gmail.com

Applicant's E-mail Address

(571) 232-4441

Applicant's Telephone No.

Naqibullah Mohd Ismail

Agent's Name (Point of Contact for Application)

4600 Lassen Lane

Agent's Address

Fredericksburg, VA 22408

City, State, Zip Code

Naqibusmani9@gmail.com

Agent's E-mail Address

(571) 232-4441

Agent's Telephone No.

Property Owner Information:

**If Applicant is not the owner, attach
documentation of owner's consent**

Urfan & Uzair, LLC

Name

4600 Lassen Lane

Address

Fredericksburg, VA 22408

City, State, Zip Code

(571) 232-4441

Telephone No.

Parcel Location: 4714 Mine Road, Fredericksburg, VA

Tax Map Parcel Number: 36-17-A3

Acreage: 1.67

Zoning District: C-3

Overlay District: HCOD, Airport

Proposed Use: Used Car Sales

To: The Board of Supervisors of Spotsylvania County, Virginia. The above named applicant(s) hereby petition(s) for the approval indicated above for the described property and as shown on the attached materials made a part of this Application.

I hereby certify by my signature below that I am the owner of record of the named property or that I am authorized to act on behalf of all the owners of record of the named property to execute this application. I further certify that all information I have provided thereon is complete and accurate. I agree on behalf of myself and all owners to conform to the Zoning Ordinance, Subdivision Ordinance, Virginia Uniform Statewide Building Code, Erosion Ordinance, Chesapeake Bay Preservation Ordinance, the Water and Sewer Construction Specifications of Spotsylvania County, and all other applicable laws and regulations of this jurisdiction.

Naqibullah Mohd Ismail,

Managing Member of Urfan & Uzair, LLC

Signature of Owner or Agent with POA*

07/12/2021

Date

Naqibullah Mohd Ismail

Print Name

Signature of Owner or Agent with POA*

Date

Print Name

*I have read this Application, understand its intent and freely consent to its filing. Furthermore, I have the power to authorize and hereby grant permission for Spotsylvania County Officials and other authorized government agents on official business to enter the property to process this Application.

Voting District: Battlefield Census Tract: 202.04 Traffic Analysis Zone: 3500.0

(To be completed by the Planning Department after submission)

SPECIAL POWER OF ATTORNEY AFFIDAVIT

COMMONWEALTH OF VIRGINIA COUNTY OF SPOTSYLVANIA

This 12th day of July, 2021, I, Urfan & Uzair, LLC, the owner/contract purchaser (circle one) of Tax Map Number 36-17-A3 (describe land by tax map number) make, constitute, and appoint Charles W. Payne, Jr., my true and lawful attorney-in-fact, and in my name, place and stead giving unto said Charles W. Payne, Jr. full power and authority to do and perform all acts and make all representation necessary, without any limitation whatsoever, to make Application for said Special Use Application.

The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on 12th July, 2021, and shall remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested is received by the Planning Department of Spotsylvania County stating that the terms of this power have been revoked or modified.

Given under our hands this 12th day of July, 2021.

Naqibullah Mohd Ismail, Managing Member of Urfan & Uzair, LLC

Owner/Contract Purchaser/Authorized Agent (Circle One)

COMMONWEALTH OF Virginia

CITY/COUNTY OF Spotsylvania, to wit:

The foregoing instrument was acknowledged before me by

Naqibullah Mohd Ismail, Managing Member of Urfan & Uzair, LLC, the Owner of

said property, this 12th day of July, 2021.

My commission expires: 01/31/2023

[Signature] Notary Public

352855 Registration Number

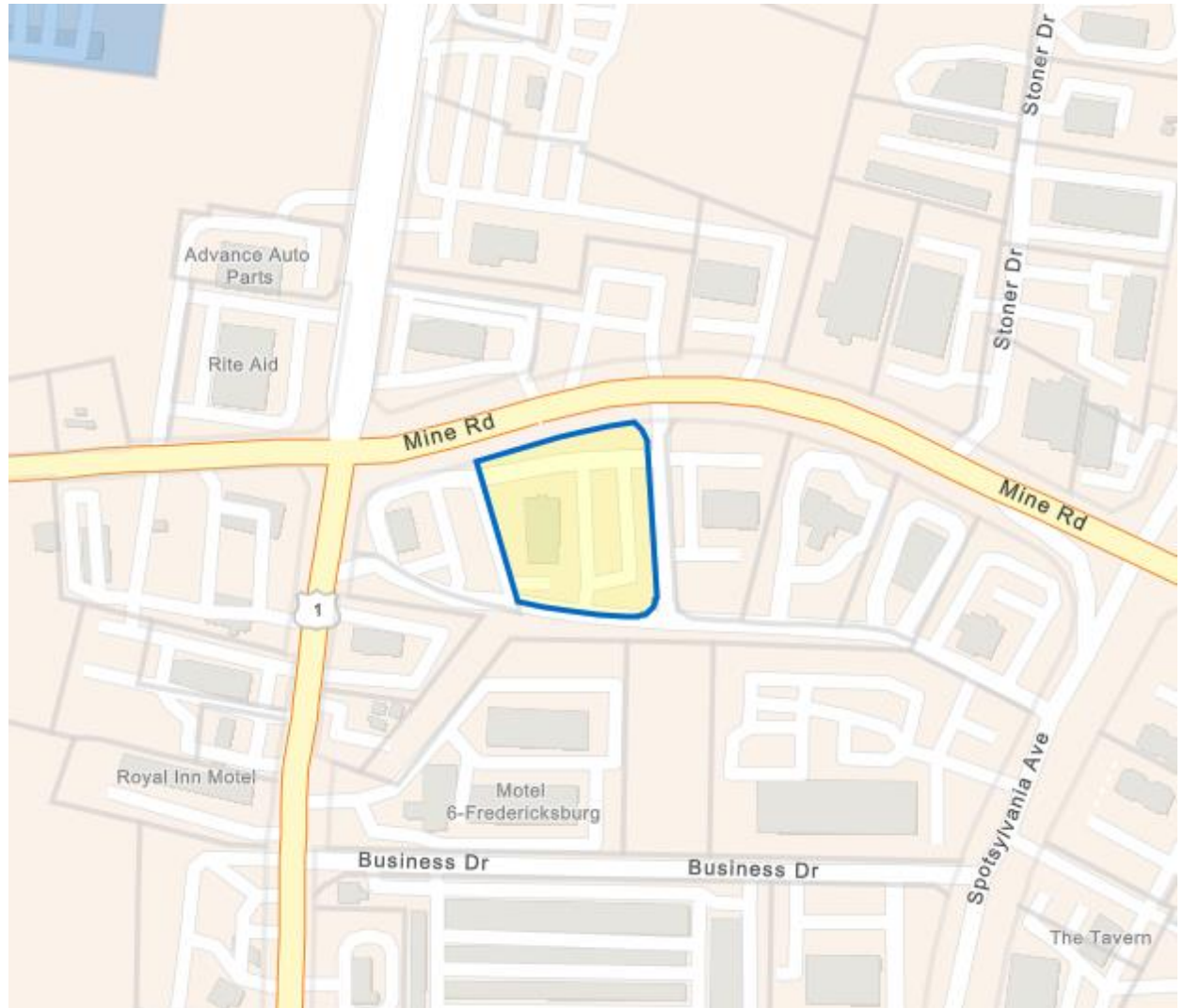


OFFICE USE ONLY

File/Case Number SUP21-0001 Date Accepted July 13, 2021

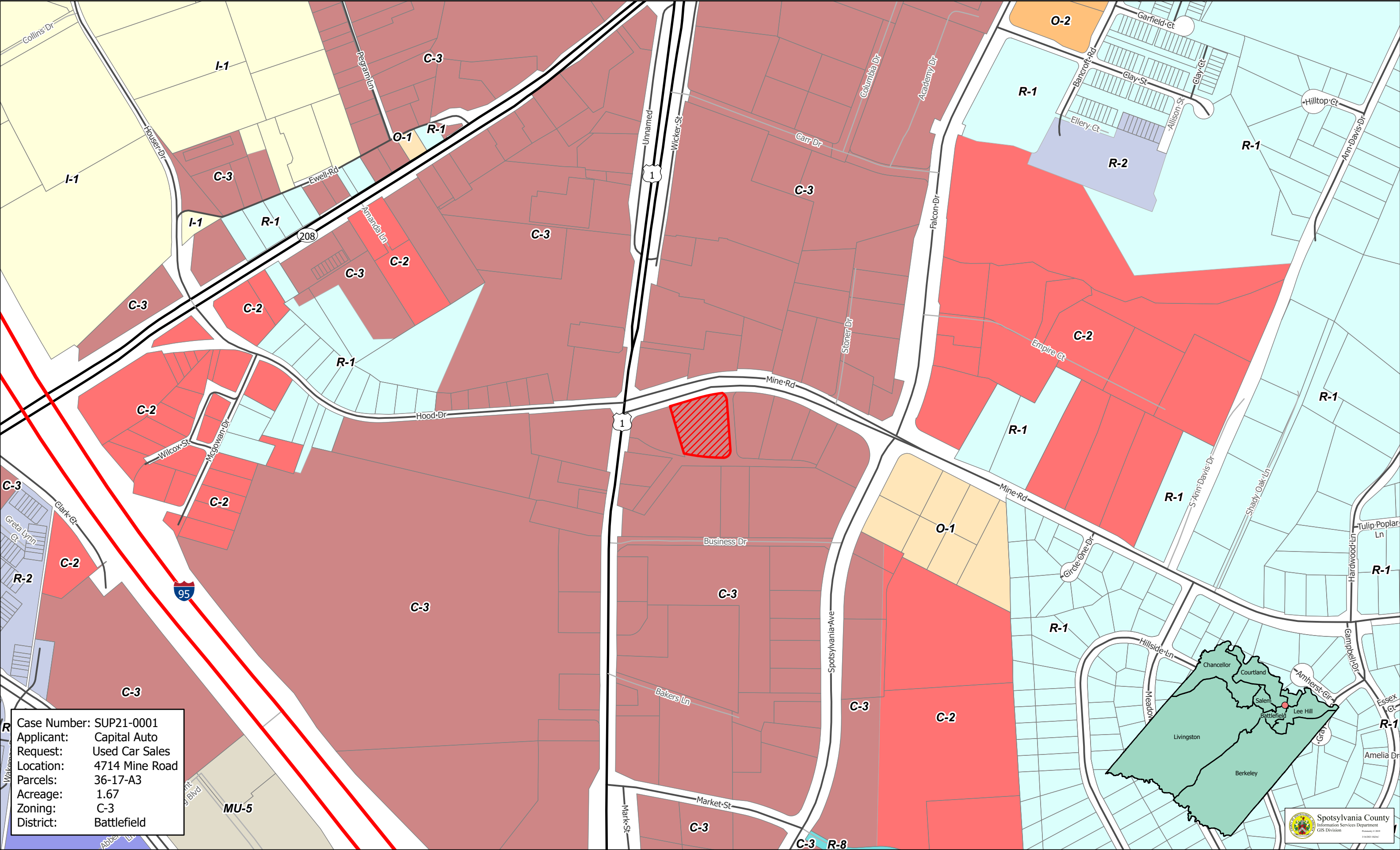
PROJECT SUMMARY
PLANNING DEPARTMENT
SPOTSYLVANIA COUNTY, VIRGINIA
SPECIAL USE PERMITS

Application#: SUP21-0001
Date Submitted: 2/22/2021
Case Planner: Brad Robinson



Project Name: Capital Auto			
Applicant: Capital Auto; 4600 Lassen Loop Lane; Fredericksburg, VA 22408 Wk: 571-232-4441			
Owner: Donna G. Smith TR. Of The Charles H. Goldberg Family Trust ET AL; Bethesda, MD 20814-1505 Wk:			
Plan Preparer: SDI; PO Box 614; Fredericksburg, VA 22404-0614 Wk: 540-898-5878			
Zoning: C-3	Proposed Zoning/Use: /Auto Sales	Public Water: Yes	Public Sewer: Yes
New Bldg Sq Ftg: n/a	Total Site Acres: 1.67	Lots/Units Proposed: 1 / 0	
Parcel # and Address 36-17-A3 ; 4714 Mine Rd.		Route #: 636	Voting: Battlefield
Description: Request to establish used car sales (vehicle sale, small scale). Property is located along Mine Road, 534' east of Route 1			

Cc: BOS, PC, County Admin, County Attorney, Economic Development, ACOE, NPS, FRED, Fort A.P. Hill, Fredericksburg Post Office, Spotsylvania Post Office, REC, Press



Case Number: SUP21-0001
Applicant: Capital Auto
Request: Used Car Sales
Location: 4714 Mine Road
Parcels: 36-17-A3
Acreage: 1.67
Zoning: C-3
District: Battlefield

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

**Approve with Conditions
Special Use Permit SUP21-0001
Urfan & Uzair, LLC (Capital Auto)**

WHEREAS, Urfan & Uzair, LLC (Capital Auto): Requests special use permit approval on a 1.67 acre Commercial-3 (C-3) zoned property for a vehicle sale, rental, and ancillary service establishment, small scale. The parcel is addressed as 4714 Mine Road and is located on the south side of Mine Road (Route 636) approximately 534 feet east of the Jefferson Davis Highway (Route 1) and Mine Road (Route 636) intersection. The property is located inside of the Primary Development Boundary and the Primary Highway Corridor Overlay District. The property is identified for Commercial Land Use on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 36-17-A3. Battlefield Voting District; and

WHEREAS, staff has reviewed the subject application and recommends denial as stated in the staff report and the executive summary; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on August 4, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended denial of the project with a vote of 6-0; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on September 28, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Board of Supervisors considered the Special Use Permit request in accordance with Sec. 23-4.5.7, Standards of Review, and finds that the application with the recommended conditions satisfies the following standards:

1. That the proposed use is in accord with the comprehensive plan and other official plans adopted by the county;
2. That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood in which it is located;
3. That the proposed use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof;

4. That the proposed use will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use;
5. That the proposed use will not be detrimental to the public welfare or injurious to property or improvements within the neighborhood;
6. That the proposed use is appropriately located with respect to transportation facilities, water supply, wastewater treatment, fire and police protection, waste disposal, and similar facilities;
7. That the proposed use will not cause undue traffic congestion or create a traffic hazard; and
8. That the proposed use will have no unduly adverse impact on environmental or natural resources.

WHEREAS, general welfare and good zoning practice are served by approval of the Special Use Permit application.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby approve SUP21-0001 with the conditions listed below:

1. The project will be developed in conformance with the Generalized Development Plan titled "Special Use Permit, Generalized Development Plan, Capital Auto" dated February 19, 2021 and last revised July 12, 2021 as prepared by Sullivan, Donahoe & Ingalls, Inc.
2. Display vehicles will only be parked within designated parking spaces for vehicle display areas as depicted on the GDP.
3. No more than 86 display vehicles will be located on the site at any one time.
4. There will be no vehicle service (major or light) conducted on site.
5. Display vehicles will be delivered individually or via delivery trucks to the site utilizing the private access drive from Mine Road (Route 636) and the delivery truck path as depicted on the GDP. At no time shall delivery trucks block or park on the public street.
6. No large commercial haulers are permitted to deliver vehicles to the site. Large commercial haulers are defined as delivery trucks that can haul more than 3 vehicles.
7. The existing freestanding sign will be modified or replaced with a monument sign that meets the requirements of the Highway Corridor Overlay District (HCOD). The sign must also comply with the requirements in Sec. 23-5.8.2 of the Zoning Ordinance.
8. All existing landscaping improvements as depicted on the GDP will remain in place and will be maintained. Dead or diseased trees and plantings must be replaced with equivalent species, size, and quantity.
9. The parking area will be paved, striped, and maintained in accordance with the pavement design standards.
10. Submission and approval of a minor site plan is required prior to commencement of the use.

BE IT FINALLY RESOLVED that the Spotsylvania County Board of Supervisors' approval and adoption of any conditions does not relieve the applicant and/or subsequent owners from compliance with the provisions of any applicable Spotsylvania County Ordinances, rules, regulations, or adopted standards. To the extent anything in this Special Use Permit is less restrictive than the County's Ordinances, or its rules, regulations, or adopted standards, the lessened restriction shall be void and the County's Ordinances, or its rules, regulations, or adopted standards shall control and be applicable to the Special Use Permit.

(SEAL)

A COPY TESTE: _____

Aimee Mann

Deputy Clerk to the Board of Supervisors

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021 on a motion by _____, seconded by _____ and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021-

**Deny
Special Use Permit SUP21-0001
Urfan & Uzair, LLC (Capital Auto)**

WHEREAS, Urfan & Uzair, LLC (Capital Auto): Requests special use permit approval on a 1.67 acre Commercial-3 (C-3) zoned property for a vehicle sale, rental, and ancillary service establishment, small scale. The parcel is addressed as 4714 Mine Road and is located on the south side of Mine Road (Route 636) approximately 534 feet east of the Jefferson Davis Highway (Route 1) and Mine Road (Route 636) intersection. The property is located inside of the Primary Development Boundary and the Primary Highway Corridor Overlay District. The property is identified for Commercial Land Use on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 36-17-A3. Battlefield Voting District; and

WHEREAS, staff has reviewed the subject application and recommends denial as stated in the staff report and the executive summary; and

WHEREAS, the Spotsylvania County Planning Commission held a public hearing on August 4, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Planning Commission recommended denial of the project with a vote of 6-0; and

WHEREAS, the Spotsylvania County Board of Supervisors held a public hearing on September 28, 2021, duly advertised in a local newspaper for a period of two weeks, and interested citizens were given an opportunity to be heard; and

WHEREAS, the Spotsylvania County Board of Supervisors considered the Special Use Permit request in accordance with Sec. 23-4.5.7, Standards of Review, and finds that the application does not sufficiently satisfy the following standards:

1. That the proposed use is in accord with the comprehensive plan and other official plans adopted by the county;
2. That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood in which it is located;

3. That the proposed use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof;
4. That the proposed use will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use;
5. That the proposed use will not be detrimental to the public welfare or injurious to property or improvements within the neighborhood;
6. That the proposed use is appropriately located with respect to transportation facilities, water supply, wastewater treatment, fire and police protection, waste disposal, and similar facilities;
7. That the proposed use will not cause undue traffic congestion or create a traffic hazard; and
8. That the proposed use will have no unduly adverse impact on environmental or natural resources.

WHEREAS, general welfare and good zoning practice are served by denial of the Special Use Permit application.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby deny SUP21-0001.

(SEAL)

A COPY TESTE:

Aimee Mann
Deputy Clerk to the Board of Supervisors

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

Spotsylvania County Planning Commission

DRAFT

Board Room – Holbert Building, 9104 Courthouse Road, Spotsylvania VA 22553

MINUTES: August 4, 2021

Call to Order: Ms. Maddox called the meeting to order at 7:00 p.m.

Members Present:

Mary Lee Carter	Lee Hill
Jennifer Maddox	Berkeley
Richard Thompson	Courtland
Dr. Raymond Bell	Salem
Jacob Lane	Livingston
Gerald Childress	Chancellor

Members Absent: C. Travis Bullock Battlefield

Staff Present: Paulette Mann, Planning Commission Secretary
B. Leon Hughes, AICP, Director of Planning & Zoning
Alexandra Spaulding, Senior Assistant County Attorney
Kimberly Pomatto, CZA, Deputy Director of Planning & Zoning
Brad Robinson, CZA, Planner II

Announcements: Mr. Hughes updated the Commission on upcoming cases, what's on the TRC agendas and community meetings.

Additionally, he introduced Cherie Wyatt, new Planner II, to the Commission.

Review and approval of minutes of July 7, 2021

Motion and vote: On a motion by Ms. Maddox, seconded by Mr. Thompson, the Commission voted to approve the minutes.

VOTE:

Ayes: 6 Dr. Bell, Ms. Carter, Ms. Maddox, Mr. Lane, Mr. Thompson and Mr. Childress
Nays: 0
Absent: 1 Mr. Bullock
Abstain: 0

Public Hearing(s):

SUP21-0001 Urfan & Uzair, LLC (Capital Auto): Requests a special use to allow vehicle sale, rental, and ancillary service establishment (small scale) on a parcel consisting of approximately 1.67 acres zoned Commercial 3 (C-3). The parcel is addressed as 4714 Mine Road and is located on the south side of Mine Road (Route 636) approximately 534 feet east of the Jefferson Davis Highway (Route 1) and Mine Road (Route 636) intersection. The parcel is located in the Primary

Development Boundary and the Primary Highway Corridor Overlay District. The property is designated for Commercial Land Use on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 36-17-A3. Battlefield Voting District.

Ms. Maddox opened the public hearing.

Mr. Robinson presented the case. The application requests a Special Use Permit to allow a vehicle sale, rental, and ancillary service establishment (small scale) on a parcel containing 1.67 acres and zoned Commercial 3 (C-3). The parcel is identified as Tax Map 36-17-A3 and is located at 4714 Mine Road (Route 636) approximately 534 feet east of the Jefferson Davis Highway (Route 1) and Mine Road (Route 636) intersection. The property is currently developed with an existing 5,915 square foot vacant building and parking area that was formerly occupied by a Ruby Tuesday restaurant. The application proposes to adaptively reuse the property for used car sales to be known as Capital Auto, a dealership which was formerly located at 4601 Lassen Lane approximately 1.1 miles north of the property before ceasing operation at that location. The existing building will be utilized as the sales office and the existing parking area will be designated for customers, employees and display vehicles. No additional physical improvements to the property are proposed and the applicant has indicated no servicing of vehicles will occur on the site.

The Generalized Development Plan (GDP) proposes to allocate 19 spaces in the parking area for customers and 5 spaces for employees, with the remaining 86 spaces to be designated for display vehicles. Staff has recommended a condition limiting the number of display vehicles on the property to 86 vehicles, to ensure that all display vehicles are parked and stored in a designated parking space and that parking on the site does not exceed its capacity.

The site is accessed from a 30' wide ingress and egress easement from Mine Road (Route 636) on the east side of the site. The same easement is also located along the south and rear side of the site and adjoining properties, providing additional access points from Jefferson Davis Highway (Route 1) and Spotsylvania Avenue (Route 1234). The applicant submitted within the GDP narrative a vehicle delivery statement indicating that delivery of stock vehicles will utilize the entrance from Mine Road (Route 636) using a RAM 3500 truck with a fifth wheel trailer. Staff has included in the conditions language prohibiting the use of large commercial haulers capable of accommodating more than 3 vehicles. The loading zone at the rear of the former restaurant will be used for the delivery and unloading of stock vehicles. The estimated daily vehicular trips generated by the proposed use is 160 trips per day which is lower than the 662 trips estimated for the previous restaurant use. No decrease in levels of service on Mine Road (Route 636) are anticipated as a result of this proposal.

Staff has conducted a Comprehensive Plan analysis and determined the proposed project to be consistent with the goals and objectives on the Comprehensive Plan.

Mr. Robinson discussed the following findings:

In Favor:

- The request is consistent with the Comprehensive Plan with respect to land use, public facilities and historic and natural resources goals and policies.
- The proposal allows for the reuse of an existing vacant commercial site.
- The estimated daily vehicular trips for the proposed use is less than the previous restaurant use and is not expected to have a negative impact on the transportation network.
- The proposal includes sidewalk improvements which will provide pedestrian connectivity in the area.

Against:

- The proposed use is not compatible with the development pattern of the immediate area; similar uses are concentrated further north along Route 1.
- The proposed commercial use is not compatible with the consumer service uses around the site.
- The proposed use will utilize a commercial site located in close proximity to major economic development activity in the County. The C-3 zoning of the property is the most generous of the County's commercial districts with regard to uses permitted by right, offering an opportunity for the property to be developed or redeveloped with a use more compatible with the surrounding area.

Mr. Robinson explained that special uses are generally compatible with other uses permitted in a district but which, because of their unique characteristics or potential impacts, require individual consideration of their design, configuration or operation at the particular location (Sec. 23-4.5.1). The proposal generally conforms to the commercial land use designation but would introduce a use currently contained primarily north of the site along Route 1. This segment of Mine Road provides services for nearby residential development in addition the use is not compatible with forthcoming economic development in the area. Staff notes that while a large scale vehicle sales establishment is permitted by right in the C-3 district, this segment of Mine Road does not contain parcels that are large enough to accommodate this use which limits its ability to be located along the corridor throughout the C-3 district. Based on staff's analysis and findings against noted above, staff recommends denial. Should the Planning Commission deem this application appropriate for approval, staff recommends approval be accompanied with the following conditions:

1. The project will be developed in conformance with the Generalized Development Plan titled "Special Use Permit, Generalized Development Plan, Capital Auto" dated February 19, 2021 and last revised July 12, 2021 as prepared by Sullivan, Donahoe & Ingalls, Inc.
2. Display vehicles will only be parked within designated parking spaces for vehicle display areas as depicted on the GDP.
3. No more than 86 display vehicles will be located on the site at any one time.

4. There will be no vehicle service (major or light) conducted on site.
5. Display vehicles will be delivered individually or via delivery trucks to the site utilizing the private access drive from Mine Road (Route 636) and the delivery truck path as depicted on the GDP. At no time shall delivery trucks block or park on the public street.
6. No large commercial haulers are permitted to deliver vehicles to the site. Large commercial haulers are defined as delivery trucks that can haul more than 3 vehicles.
7. The existing freestanding sign will be modified or replaced with a monument sign that meets the requirements of the Highway Corridor Overlay District (HCOD). The sign must also comply with the requirements in Sec. 23-5.8.2 of the Zoning Ordinance.
8. All existing landscaping improvements as depicted on the GDP will remain in place and will be maintained. Dead or diseased trees and plantings must be replaced with equivalent species, size, and quantity.
9. The parking area will be paved, striped, and maintained in accordance with the pavement design standards.
10. Submission and approval of a minor site plan is required prior to commencement of the use.

Dr. Bell inquired if the recommended conditions were made clear to the applicant.

Mr. Robinson stated yes.

Applicant, Charlie Payne, representing the applicant: He stated that his client has invested \$15 million in the County and is prepared to spend another \$10 million to make this dealership upscale. He intends to sell luxury cars and create 20 jobs. Mr. Payne stated that his client is willing to work with staff and asked for their favorable recommendation to the Board of Supervisors.

Dr. Bell stated that with the VA coming to the area he has concerns about another car dealership.

Mr. Lane agreed. He inquired about the location where he spent \$15 million.

Mr. Robinson explained that he vacated the site and has leased the building to Enterprise and the use it was by-right.

Mr. Payne informed the Commission that this is not an additional car lot, it's a replacement, as Enterprise now operates off of Lassen Lane.

Mr. Lane stated that there could potentially be a recharge in development in this location since the VA is coming. He stated he believes the Rite Aid could potentially re-open or rebrand since it will be so close to the VA Medical Center.

There was discussion that occurred regarding whether car dealerships should be located within gateways to residential uses. Most of the car dealerships are located along the Route 1 corridor.

Mr. Hughes stated that this is not only about the VA. Staff doesn't suggest a proliferation of car dealerships in gateways to residential uses because of potential negative impacts on the residential property owners.

Dr. Bell stated that the tax base would be greater with luxury cars.

Ms. Spaulding reminded the Commission that staff creates conditions to help mitigate the impacts on adjacent properties and tax payers. The applicant really has no say in whether they agree or disagree with conditions.

Speaking in favor or opposition:

Ms. Mann read a letter submitted by Mr. Brandon Brown: He stated that he is opposed due to an excessive amount of car dealerships in the county already. He said the vacant Ruby Tuesday building is more appealing to him than another car dealership and that it will make the area look low end.

Ms. Maddox closed the public hearing.

Ms. Maddox stated that she likes the layout of the property compared to many others that they have seen for unloading of vehicles.

Ms. Carter stated that the applicant constructed a beautiful building on Lassen Lane and it was a great addition to the area. She stated that she doesn't feel this site is a good location due to its proximity to a residential area.

Motion and vote: Ms. Maddox made a motion, seconded by Ms. Carter to deny the special use request. Should the Board wish to approve, the Commission recommends the conditions identified in the staff report.. The motion passed 6-0.

Public Comment:

Phil Defibaugh, Oakridge Civic Association: He stated that he bought his vacation home on Lake Anna in 1979 and moved here full-time in 2005. He expressed his opposition to the proposed RV Park on Lake Anna due to traffic, RVs making the turns on poor roadways, and geological concerns related to impacts on wells.

New Business:

Mr. Lane inquired about the RV park and the status of the case.

Mr. Hughes stated that staff is awaiting revisions from the applicant.

Mr. Lane inquired if the case can bypass the Commission and go straight to the Board.

Mr. Hughes stated no, that is not possible.

Adjournment

Motion and vote: On a motion by Mr. Thompson, seconded by Ms. Carter, a motion was made to adjourn.

VOTE:

Ayes: 6 Dr. Bell, Ms. Carter, Mr. Lane, Ms. Maddox, Mr. Childress, and Mr. Thompson
Nays: 0
Absent: 1 Mr. Bullock
Abstain: 0

The meeting adjourned at 7:45 p.m.

(To: Display Advertising (Classified Section))

Please run the following ad on **Thursday, September 16, 2021 and Thursday, September 23, 2021** in the **Free Lance-Star**. with the usual format: bold border; Spotsylvania County seal; 2 columns wide; underline as shown; larger, darker print for underlined portions. (Ref. P O # 9518)

PUBLIC NOTICE

The Spotsylvania County Board of Supervisors will hold a public hearing at 6:00 p.m. on Tuesday, September 28, 2021 in the Holbert Building located at 9104 Courthouse Road, Spotsylvania, Va. 22553, to consider the following:

Special Use(s):

SUP21-0001 Urfan & Uzair, LLC (Capital Auto): Requests a special use to allow vehicle sale, rental, and ancillary service establishment (small scale) on a parcel consisting of approximately 1.67 acres zoned Commercial 3 (C-3). The parcel is addressed as 4714 Mine Road and is located on the south side of Mine Road (Route 636) approximately 534 feet east of the Jefferson Davis Highway (Route 1) and Mine Road (Route 636) intersection. The parcel is located in the Primary Development Boundary and the Primary Highway Corridor Overlay District. The property is designated for Commercial Land Use on the Future Land Use Map of the Comprehensive Plan. Tax Parcel 36-17-A3. Battlefield Voting District.

Persons interested may appear and present their views at the public hearing described above or submit written comments in accordance with the Revised Public Hearing Procedures During the Coronavirus Emergency. Any public hearing cases, including any ordinances as applicable, are on file and available in the Planning Department, located at 9019 Old Battlefield Blvd, 3rd Floor, Spotsylvania, Virginia, 22553; (540) 507-7434, and may be inspected between 8:00 a.m. and 4:30 p.m., Monday through Friday. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator of any accommodations you may require at least five days before the meeting you wish to attend.

All interested individuals are invited to attend in person to comment subject to the applicable restrictions in place due to the on-going coronavirus emergency. However, interested individuals may alternatively present comments per the Revised Hearing Procedures noted below and are encouraged to do so due to the emergency. The Board of Supervisors encourages the participation of all interested County citizens. For those with special needs, please notify the Office of the County Administrator at (540) 507-7010 of any accommodations you may require at least five days before the meeting you wish to attend.

Additionally, those desiring to submit written comments to be read publicly to the Board may do so immediately by going to the following website www.spotsylvania.va.us/comments, or by placing written comments in the Treasurer's Office drop box outside the Holbert Building at 9104 Courthouse Road, Spotsylvania, VA 22553. Comments submitted via the Treasurer's Office drop box should be in a sealed envelope which is clearly marked with *the case number*. Written comments not received by County staff by 12:00 P.M. on the day of a meeting are not required to be presented to the Board, so please plan accordingly.

Additionally, comments may be mailed to the attention of Aimee Mann at PO Box 99, Spotsylvania, VA 22553. Mailed comments must be received by close of business on the Monday prior to the Board meeting date in order for them to be read into the public record at the hearing.

Submissions of written comments must include the citizen's name and voting district. Please construct your

written comments in such manner that they are limited to three (3) minutes when read at a typical oral reading pace. For comments provided in representation of a group, the time limit is five (5) minutes.

BY ORDER OF THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS

ED PETROVITCH, COUNTY ADMINISTRATOR

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Public Hearing for the Grant Application Request for the Federal Fiscal Year (FFY) 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Agenda Title: Public Hearing for the Grant Application Request for the Federal Fiscal Year (FFY) 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Recommendation: n/a

The JAG – Local Solicitation program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. The grant application requires a 30-day governing body review. In addition to the governing body review, the grant guidelines stipulate that the public be notified of the grant application as well as be provided with an opportunity to comment on the application. Staff will hold a public hearing on Tuesday, September 28, 2021 in order to allow citizens to provide their comments.

Spotsylvania County is eligible to receive \$26,859. The Commonwealth Attorney and Sheriff have agreed to split this funding. If approved, the Commonwealth Attorney will subaward \$10,000 to the Rappahannock Area Community Services Board for mental health evaluations and treatment of eligible participants in their efforts to create a Mental Health Docket. The Sheriff would like to utilize the remaining funds of \$16,859 towards the purchase of subscription software to aid in managing their policies and procedures, training records, and accreditation process. The software will also alert sworn personnel whenever a policy change occurs. Although the grant program does not require a local match, the cost of the subscription service will exceed the available grant funds. The Sheriff's Office will make up the

Summary:

additional costs, anticipated to be approximately \$441, through use of their FY2022 Adopted Budget, asset forfeitures funds, or a combination of these funding sources. The annual ongoing costs are estimated to be \$15,300 per year thereafter. In order to cover these costs the Sheriff's Office will seek additional funding through the annual budget process..

A copy of the grant application will be on file in the Office of Budget and Grants at 8800 Courthouse Road, and may be examined Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. starting on August 17, 2021. In addition to the public hearing, public comments will be accepted from August 25, 2021, through September 27, 2021. For those with special needs, please notify the Finance Department of any accommodations you may require at least five days before the meeting. For additional information or to provide comment, please contact:

Spotsylvania County – Finance Department
P.O. Box 215, 8800 Courthouse Road
Spotsylvania, VA 22553-2514
or
Grant Manager at 540-507-7595 or
adalessandro@spotsylvania.va.us

Staff Contacts:

Sheriff Roger Harris, Sheriff's Office; Major Carter Wells, Sheriff's Office; Captain Charles Carey, Sheriff's Office; Annette D'Alessandro, Finance

Consequence of Denial/Inaction:

Failure to hold the public hearing will make the County ineligible to receive the grant funds.

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Central Rappahannock Regional Library Presentaton

Agenda Title:	Central Rappahannock Regional Library Presentation
Recommendation:	n/a
Summary:	Martha Hutzal will provide a presentation to the Board of Supervisors.
Staff Contacts:	Ed Petrovitch, County Administrator
Legal Counsel:	n/a
Additional Background/Other Considerations:	Presentation is forth coming.
Consequence of Denial/Inaction:	n/a

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Closed Meeting

Type: Action, Resolution, Closed Meeting

Agenda Title: Closed Meeting

Recommendation: Adopt the Closed Meeting Resolution prior to adjourning into Closed Meeting.

Legal Counsel: Karl R. Holsten, County Attorney

ATTACHMENTS:

File Name	Description	Type
Closed_Meeting_Resolution_-_2.2-3711(A) (1)_9.28.2021.docx	Closed Meeting Resolution	Resolution
Return_to_Open_Meeting_Resolution_9.28.2021.doc	Return to Open Meeting Resolution	Resolution

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____, seconded by _____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021 –

To Adjourn into a Closed Meeting

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County, specifically, a member of the Economic Development Authority of Spotsylvania County; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(1), such discussions may occur in Closed Meeting.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors does hereby authorize discussion of the aforestated matters.

(SEAL)

A COPY TESTE:

Aimee Mann
Deputy Clerk to the Board of Supervisors

DRAFT

At a meeting of the Spotsylvania County Board of Supervisors held on September 28, 2021, on a motion by _____, seconded by _____, and passed _____, the Board adopted the following resolution:

RESOLUTION NO. 2021 -

Return to Open Meeting

WHEREAS, the Spotsylvania County Board of Supervisors has convened a Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712(D) of the Code of Virginia requires a certification by this Board that such Closed Meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Spotsylvania County Board of Supervisors hereby returns to open meeting and certifies, by roll call vote, that to the best of each member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion to convene into Closed Meeting were heard, discussed or considered in the Closed Meeting.

(SEAL)

A COPY TESTE:

Aimee Mann

Deputy Clerk to the Board of Supervisors

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 28, 2021

Title: Next Board of Supervisors Meeting is October 12, 2021 at 4:30 p.m.

Agenda Title: Next Board of Supervisors Meeting is October 12, 2021 at 4:30 p.m.

ATTACHMENTS:

File Name	Description	Type
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No Attachments Available

**Spotsylvania County
Board of Supervisors Agenda
Executive Summary**

Meeting Date:	September 28, 2021
Title:	Appointment of James Shiels to the Transportation Committee

Type:	Action
Agenda Title:	Appointment of James Shiels to the Transportation Committee

Recommendation:	Mr. McLaughlin recommends the Board of Supervisors appoint James Shiels as the at large member on the Transportation Committee. Per the bylaws the term would commence immediately and expire September 27, 2022.
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Summary:	Mr. McLaughlin would like to appoint James Shiels to the Transportation Committee as an at large member. The term would commence immediately and expire September 27, 2022.
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Financial Impact:	N/A
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Staff Contacts:	Niki Woodard, Assistant to County Administration
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Additional Background/Other Considerations:	N/A
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Consequence of Denial/Inaction:	The at large position will remain vacant.
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ATTACHMENTS:

File Name	Description	Type
James_Shiels_Resume.docx	Resume	Resume

JAMES SHIELS

757-641 4831 (Cell) • 540-439-5319 (Home) • Janarshiels9@aol.com

IT PROJECT MANAGEMENT PROFILE

Strategic Planning • IT Infrastructure Development • Team Leadership

Retired Naval Officer with years of Program and Project Management experience. Results-driven IT Project Manager with extensive experience in spearheading the consulting, delivery, management, design, development, implementation and support of cost-effective, DOD and Aerospace industry information, infrastructure, security and business systems and software. Skilled at working with clients and management to prioritize activities and achieve project objectives; able to effectively translate business requirements, and achieve on time and on budget delivery of effective IT solutions. Respected IT leader, adept at working with executive management and guiding cross-functional teams to ensure attainment of all performance objectives. Committed to helping clients achieve maximum benefit from their IT investment, through meticulous research and implementation of technologies.

CORE COMPETENCIES

- | | | |
|-----------------------------|------------------------------|---------------------------|
| • IT Project Management | • Full Lifecycle Management | • Program Management |
| • Business System Solutions | • Project Planning & Scoping | • IT Infrastructures |
| • Systems Development | • Management Controls | • Application Development |
| • Resource Management | • Contract Management | • Requirements Gathering |
| • Team Leadership | • Process Improvement | • IT Governance |
-

PROFESSIONAL EXPERIENCE

AEROJET ROCKETDYNE CORPORATION **Business Manager/Logistics Analyst**

06/2016 to Present

Manages, analyzes and inputs all warehouse transactions relating to the movement of inventory between rocket propulsion labs and production facilities, then back into stock, utilizing an Oracle Data Base. Manages weekly inventory checks and researches discrepancies within in the system in order to reconcile inventory shortfalls. Works with other managers and other senior staff to isolate challenging problems related to the movement, shipping and receiving of parts.

DATA NETWORKS CORPORATION

01/2016 to 05/2016

Portfolio Manager / Project Manager

Handle tracking and coordination of official DOD, DISA and divisional taskings, in addition to managing executive calendars, reviewing official documentation and developing agendas. Performed divisional task management tracking via official DOD task management system for all official DOD and DISA Taskers. Handled coordination for executive team and branch of more than 200 personnel.

- Assisted in developing internal task tracking system within DEPS and linked to MS Outlook tasking tracker program.

KSJ & ASSOCIATES

10/2008 to 12/2015

Principal Consultant

Provided IT program and project management support service to Defense Information Systems Agency (DISA) Military Services Division, with additional responsibility for requirements analysis, risk analysis, pricing estimates, proposal development and acquisition support. Participated in software and hardware migration efforts in support of data, application and web hosting projects. Directed full lifecycle project planning, schedules and consolidation of resources across various functional lines. Reported to project stakeholders regarding project status. Identified key risks and issues and

...continued...

coordinated development and execution of risk mitigation and necessary contingency plans. Ensured compliance with established DISA Enterprise processes, quality standards, policies and procedures.

- Facilitated effective execution of DOD migration and hosting methodology.
- Supported key strategic DOD IT initiatives through coordination of development activities across multiple engineering teams.
- Achieved operational and performance excellence, and led internal cross-functional teams and external business partners in attainment of key milestones.
- Developed program communication strategy and reporting process.

APPTIS INC.

10/2006 to 09/2008

Contract Manager

Spearheaded End User Device (EUD) GSA contract in support of the Military Health Service (MHS) Tri-Service Infrastructure Management Program Office (TIMPO). Executed task orders for delivery of hardware and services, managed contract requirements, and coordinated with IT vendors regarding deliverables. Reported on regular basis to senior management regarding operational status.

- Successfully deployed tens of thousands of computers and associated installation services to hundreds of military healthcare facilities worldwide.

GTSI CORP

06/2004 to 09/2006

Contract Manager

Managed multi-million dollar SI2 GSA contract in support of IT hardware deployment worldwide to US State Department. Implemented task orders for delivery of hardware and services, managed contract requirements and purchase orders, and liaised with Government Contracting Officer.

Prior experience within the United States Navy; Held various leadership and management positions in Information Technology and Communications, with additional emphasis on government contracting, logistics and financial support

EDUCATION AND CREDENTIALS

BS in Business Management - Virginia Polytechnic Institute and State University
Master's Degree in Education, Guidance and Counseling - Providence College

Professional Development

Basics / Principles of Program Management Professional Training Courses
Program Management Professional - Villanova University
PMP Bootcamp

Professional Affiliations

Project Management Institute (PMI)
Military Officers Association (MOAA)
American Legion
US Navy Supply Corps Association