



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

**February 9, 2021  
4:30 PM**

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**Call to Order**

**Pledge of Allegiance, Invocation**

**Approval of Agenda Including Possible Agenda Additions**

1. Presentation and Approval of Budget Amendment to Fund a Small Business Reimbursement Program
2. Budget Adjustment & Appropriation for \$499 Bonuses for Full-Time Employees & Proration to Regular Part-Time Employees; Additional Allocation to Small Business Relief

**Presentation of Consent Agenda**

1. Approval of the Minutes for the January 26, 2021 Board of Supervisors Meeting
2. Acceptance and Appropriation for the Federal Fiscal Year (FFY) 2020 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation Award
3. Agreement with the Rappahannock Area Agency on Aging for Marshall Senior Center
4. Appointment of Lamont Brown to the Bay Consortium Workforce Development Board
5. Appropriation of Insurance Reimbursement for Parks & Recreation Vehicle
6. Approval of Additional Non-Competitive Litter and Recycling Grant Funding
7. Approval of Contract to Boarman Kroos Vogel Group, Inc. to Provide Professional Architectural and Engineering Services for Design of Fire/Rescue Company 3 and Company 12
8. Approval of Contract to Commonwealth Irrigation and Landscape Corporation for Grounds Maintenance Services for County Government Facilities
9. Budget Adjustment and Appropriation of the FY 2021 Virginia Circuit Court Records Preservation Program Grant Award
10. Budget Adjustment and Appropriation of the FY 2021 Virginia Department of Elections Pre-paid Postage for Absentee Ballots for the November 3, 2020 Elections
11. Capital Projects Budget Adjustments
12. Budget Amendment from Contingency for ESRI Redistricting Software

13. Grant Application Request and Authorized Organizational Representatives for the FFY 2020 Assistance to Firefighters Grant Program
14. Letter of Support to the General Assembly Prolong the Name Change on Jefferson Davis Hwy During the Pandemic
15. Letter of Support for Rappahannock Regional Jail - Virginia Department of Corrections Out of Compliance Inmates
16. Livingston Phase II Development - Mitigation Credit Purchase and Agreement

#### **Public Comment on Consent Agenda**

#### **Vote on Consent Agenda**

#### **Public Presentations**

#### **Board Reports**

#### **Presentations/Reports by Staff**

1. Sheriff's Office - Opioid Crisis Update

#### **County Administrator/County Attorney Reports**

1. Presentation of County Administrator's FY 2022 Recommended Budget
2. Informational Matters

#### **Recess**

#### **Closed Meeting**

1. Closed Meeting

#### **Public Presentations - Cont. 6:30 PM (3 minutes per speaker)**

#### **New Business**

1. Next Board of Supervisors Meeting is February 23, 2021 at 6:00 p.m.

#### **Adjournment**

The finalized agenda may be found on the County website at [www.spotsylvania.va.us](http://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**

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**Meeting Date:** February 9, 2021

**Title:** Presentation and Approval of Budget Amendment to Fund a Small Business Reimbursement Program

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**Agenda Title:** Presentation and Approval of Budget Amendment to Fund a Small Business Reimbursement Program

**Recommendation:** Staff recommends approval of the budget amendment and appropriation in the amount of \$362,500 to fund a Small Business Reimbursement Program through the Economic Development Authority.

**Summary:** On January 12, 2021, the Board of Supervisors approved funding in the amount of \$362,500 to implement a Small Business Grant Program. The purpose of the program supports existing County businesses by providing reimbursements for unexpected expenses incurred since the onset of the pandemic. Businesses will be eligible for up to \$5,000 each in the form of a reimbursement and may submit multiple applications throughout the program until reaching \$5,000 while funds are available. The funds were placed in the Economic Development budget but after further consideration, the funds need to be moved to the Economic Development Authority's budget. The Economic Development Authority ("EDA") recommended unanimous approval to engage the program at its meeting February 4, 2021 with the Department of Economic Development serving as staff. The EDA urged a simple and speedy application process and recommended staff handle review and approval of the applications ensuring grant awards are distributed quickly and easily to our businesses. Applications will be electronic and a marketing plan is in-place to engage upon approval. Staff requests the Board of Supervisors to approve the Budget Amendment and Appropriation in the amount of \$362,500 to the Economic Development Authority to implement a Small Business Reimbursement Program.

**Committee/Commission Summary:**

Economic Development Authority

**Review Date:**

February 4, 2021

**Status:**

Approved

**Financial Impact:**

The funding allocated by the Board in January 2021 for the small business grant program should have been budgeted in the EDA Fund instead of in the General Fund. The budget adjustment below shifts the approved funding from one fund to the other to be consistent with how the payments and approvals will need to occur for appropriate implementation of the program.

**Staff Contacts:**

Deborah Sanders, Interim Director, Economic Development

**Consequence of Denial/Inaction:**

The Small Business Reimbursement Program will not move forward.

**ATTACHMENTS:**

| File Name                                                                                       | Description      | Type             |
|-------------------------------------------------------------------------------------------------|------------------|------------------|
| Business_Grant_Budget_Adjustment_(00000002).docx                                                | Budget Amendment | Budget Amendment |
| Business_Grant_Appropriation_(00000002).doc                                                     | Appropriation    | Appropriation    |
| Application-Small_Business_Reimbursement_Program_Package-Proposed_Final_02042021_(00000003).pdf | Application      | Backup Material  |
| BOS_PowerPoint_Small_Business_Reimbursement_Program_(00000002).pptx                             | Presentation     | Presentation     |

## FY 2021 Budget Amendment Request Form

**Date:** February 9, 2021

**Department:** Office of Budget & Grants

**Contact person:** Bonnie Jewell

**Phone #:** 540-507-7583

**Explanation of need for budget amendment:** After further consideration, the funding allocated by the Board in January 2021 for the small business grant program should have been budgeted in the EDA Fund instead of in the General Fund. The budget adjustment below shifts the approved funding from one fund to the other to be consistent with how the payments and approvals will need to occur for appropriate implementation of the program.

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

| Revenue Accounts Adjusted |                                                 | Amount |                |
|---------------------------|-------------------------------------------------|--------|----------------|
| Acct #                    | 221-0000-341.06-01 – Transfer from General Fund | \$     | 362,500        |
|                           | <b>Total Revenue Adjustment</b>                 | \$     | <b>362,500</b> |

| Expenditure Accounts Adjusted |                                                     | Amount |                |
|-------------------------------|-----------------------------------------------------|--------|----------------|
| Acct #                        | 110-8150-471.97-05 (FL-019) – Small Business Grants | \$     | (362,500)      |
| Acct #                        | 110-9210-492.99-23 – Transfer to EDA Fund           | \$     | 362,500        |
| Acct #                        | 221-8151-471.97-05 (FL-019) – Small Business Grants | \$     | 362,500        |
|                               | <b>Total Expenditure Adjustment</b>                 | \$     | <b>362,500</b> |

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.

Bonnie Jewell, Asst. County Administrator  
\_\_\_\_\_  
Name, Department

\_\_\_\_\_  
Name, Department

## Recommendations

**Budget:** ☒ recommended ☐ not-recommended

**Explanation if not recommended:**

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**County Admin:** ☒ recommended ☐ not-recommended

**Explanation if not recommended:**

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**Finance Committee:** ☐ recommended ☐ not-recommended

**Explanation if not recommended:**

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**SPOTSYLVANIA COUNTY  
Board of Supervisors**

**FISCAL YEAR 2021 APPROPRIATION**

**Board of Supervisors**

**February 9, 2021**

**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, 2020, from the funds and for the functions or purposes indicated.

For funding of small business grants, to be expended only by order of the Board of Supervisors as follows:

**GENERAL FUND:** (\$362,500)

**EDA FUND:** \$362,500

Spotsylvania County understands that small businesses continue to face unprecedented uncertainty as a result of the Coronavirus pandemic.

**We are here to help!**

**If you meet all of the qualifications**

Your business may qualify for up to  
**\$5,000 in COVID-19 reimbursements**



**Visit [Spotsylvania.org](https://www.spotsylvania.org)  
for program details and to  
download an application**

# **Small Business Reimbursement Program**

## **Qualifications**

- Business is physically located in Spotsylvania
- Business is current on all taxes, licenses, fees and permits owed to Spotsylvania
- Business was operational during the pandemic and experienced negative impacts to operations due to the pandemic
- Business employs less than 75 employees
- Business has not already received reimbursements through other sources for the expenses

**Spotsylvania County**

**Economic Development Authority**

**9019 Old Battlefield Boulevard, Suite 310**

**Spotsylvania, VA 22553**

**(540) 507-7210**

**[economicdevelopment@spotsylvania.va.us](mailto:economicdevelopment@spotsylvania.va.us)**

## SPOTSYLVANIA COUNTY SMALL BUSINESS REIMBURSEMENT PROGRAM

The Spotsylvania County Economic Development Department has been authorized by the Spotsylvania County Board of Supervisors to administer a small business reimbursement program, to assist small businesses with unexpected expenses that have been incurred due to the COVID-19 pandemic. The program is designed to reimburse small businesses for COVID-19-related business expenses.

Examples of qualifying expenses for reimbursements are outdoor seating, outdoor heaters, social distancing measures, video conferencing subscriptions, technology for e-commerce, personal protective equipment, thermometers, and other business related expenses. Each Spotsylvania County business that submits an application will be eligible for up to \$5,000 in reimbursement funds and may submit multiple applications throughout the program until the business reaches the maximum reimbursement award of \$5,000. If there are more qualified applications than there are allocated funds, applications will be awarded in the order a complete application was received.

Applications will only be accepted via email at [economicdevelopment@spotsylvania.va.us](mailto:economicdevelopment@spotsylvania.va.us) beginning on Monday, February 15, 2021.

### Qualifications

1. Principal place of business must physically be located within Spotsylvania County.
2. Business must be in good standing with Spotsylvania County (*current on all taxes, licenses, fees and permits*).
3. Must demonstrate that the business was operational during the Coronavirus pandemic and experienced negative impacts to their operation due to the pandemic.
4. Business must submit W-9 tax form, receipts and itemized receipt form with the application (*If any of the above items are not included the application will be disqualified.*).
5. Business employs less than 75 employees.
6. By signing the application, the business certifies that they have not already received reimbursement through other sources for the submitted expenses.

| INTERNAL USE ONLY           |                                                                                                                                                         |                             |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Date & time received:       |                                                                                                                                                         |                             |
| Reviewed by:                |                                                                                                                                                         |                             |
| Items received:             | <input type="checkbox"/> Application <input type="checkbox"/> W-9 Form <input type="checkbox"/> Itemized Receipt List <input type="checkbox"/> Receipts |                             |
| Review team comments:       |                                                                                                                                                         |                             |
| Review team approval & date | <input type="checkbox"/> Yes                                                                                                                            | <input type="checkbox"/> No |
| Treasurer approval & date:  | <input type="checkbox"/> Yes                                                                                                                            | <input type="checkbox"/> No |
| Treasurer comments:         |                                                                                                                                                         |                             |
| Date sent to Finance:       |                                                                                                                                                         |                             |
| Check number & date:        |                                                                                                                                                         |                             |
| Company notified & date:    | <input type="checkbox"/> Yes                                                                                                                            | <input type="checkbox"/> No |
| Number of Submittals:       |                                                                                                                                                         |                             |

## Application

Company Name: \_\_\_\_\_  
 Doing Business As: \_\_\_\_\_  
 Type of Business: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Company Contact: \_\_\_\_\_  
 Contact Telephone: \_\_\_\_\_  
 Contact E-mail: \_\_\_\_\_

Please provide a brief description of your business: \_\_\_\_\_  
*(How long have you been operational in Spotsylvania?* \_\_\_\_\_  
*How many jobs prior to pandemic? How many jobs currently? What is your major obstacle?)* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

How has the Coronavirus Pandemic affected your business? *(Loss of jobs, closures, reduced hours, need for digital marketing, virtual or social media capabilities?)* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I (Applicant) hereby confirm that (1) \_\_\_\_\_ is currently a licensed business located in Spotsylvania County and that said business employs less than 75 employees; (2) that the business has not received funding from any other local, state, or federal assistance program for the expenses being submitted with this application; (3) that the business is currently up to date on all local taxes, licenses, fees and permits; (4) and that I have the authority to submit this application on behalf of the named business.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

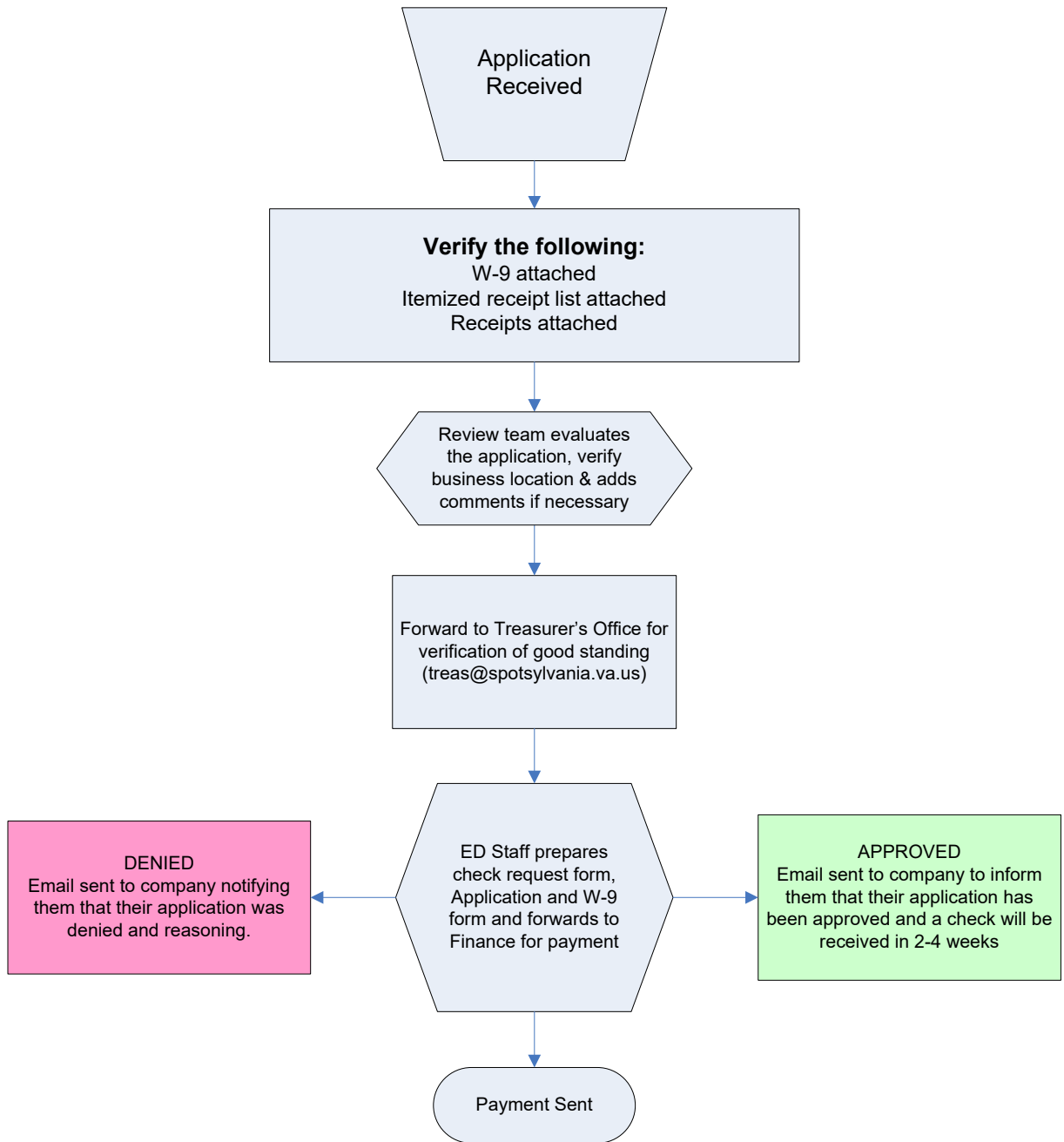
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Itemized Receipt Form

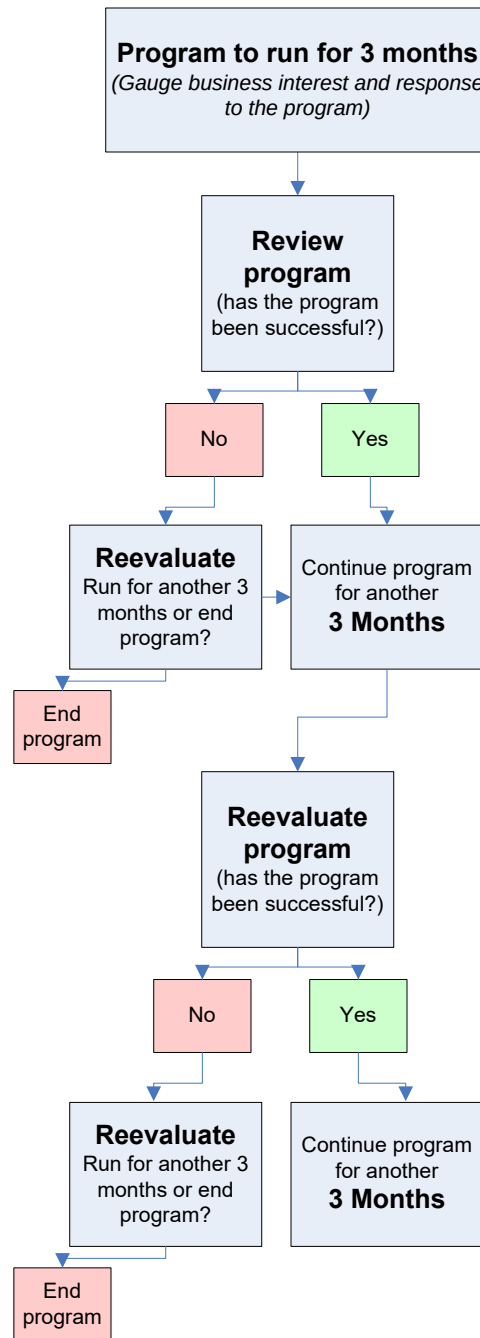
[illegible]

**\*Please note that Spotsylvania County will not reimburse taxes for goods or services\***

# ***Flowchart for Small Business Reimbursement Program***



# Small Business Reimbursement Program Schedule & Evaluation Flowchart



# **Board of Supervisors Meeting**

**February 9, 2021**

## **Small Business Reimbursement Program**

**Department of Economic Development**



# Small Business Development Program

- Board of Supervisors authorized funds to assist small businesses to offset unexpected expenses that have been incurred due to the pandemic
- Staff requests the Board to approve a Budget Amendment and Appropriation to move funds from the budget of Economic Development to the Economic Development Authority
- Economic Development Authority reviewed and unanimously endorsed the proposed program on February 4, 2021



# Small Business Reimbursement Program

## Program Design

1. Simple, Efficient and Expeditious
2. Reimbursement of expenses
3. Staff receives, qualifies and authorizes reimbursement.
5. Reimbursements up to \$5,000 per Business.



# Small Business Reimbursement Program

## Program Qualifications

- Physically located in Spotsylvania County
- Fiscal good-standing on all County taxes, licenses, fees, etc.
- Demonstrate operations during the pandemic and their negative impact
- Submit itemized receipts for reimbursement and certify the receipts have not been reimbursed through another program
- Less Than 75 employees



# Small Business Reimbursement Program

## Next Steps:

1. Electronic Application Process – Applications awarded in the order a complete application is received

Applications submitted to: [economicdevelopment@Spotsylvania.va.us](mailto:economicdevelopment@Spotsylvania.va.us)

2. Forms of Marketing:  
County Website, Social Media, Newsletter



# Small Business Reimbursement Program

## Budget Amendment and Appropriation Request

- Staff Requests Approval of a Budget Amendment and Appropriation in the amount of \$362,500 to the Economic Development Authority from the Economic Development budget to implement a Small Business Reimbursement Program



# Questions?



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

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**Meeting Date:** February 9, 2021

**Title:** Budget Adjustment & Appropriation for \$499  
Bonuses for Full-Time Employees & Proration to  
Regular Part-Time Employees; Additional Allocation  
to Small Business Relief

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**Agenda Title:** Budget Adjustment & Appropriation for \$499  
Bonuses for Full-Time Employees & Proration to  
Regular Part-Time Employees; Additional Allocation  
to Small Business Relief

**Recommendation:** Staff recommends that the Board take final action on  
the bonuses in question.

- The General Assembly required that a one-time, \$500 bonus be paid in December 2020 to Compensation Board-funded sworn positions in the Sheriff's Office, all of which are full-time positions. Out of all 255 budgeted full-time Public Safety Pay Scale positions in the Sheriff's Office, only 87 of those are sworn positions funded through the Comp Board. Staff recommended that this bonus be extended to all full-time and regular part-time employees in positions on the Public Safety pay scale with full-time employees receiving the \$500 bonus and regular part-timers receiving a prorated bonus based on their FTE. The Board voted on December 8, 2020 to move ahead only with the 87 required bonuses and for staff to return with additional information at the first Board meeting in January 2021.
- 1. On January 12, 2021, staff provided the following information to the Board after a Board member requested the cost to extend the \$500 bonus to full-time and regular part-time FTEs beyond just those on the Public Safety Pay Scale and then requested that staff bring back information regarding the cost of a bonus for

full-time and regular part-time FTEs making \$80,000 or less. The costs and number of employees affected are shown in the following table. It should be noted that 25 (29%) of the 87 Sheriff's Office employees who received the State-mandated bonus in December have salaries of \$80,000 or more. The 87 employees to whom the State-mandated bonus was paid in December are excluded from the figures in the table.

**Summary:**

| Scenario*                          | All       |       | \$80,000 or Less |       |
|------------------------------------|-----------|-------|------------------|-------|
|                                    | Cost      | Count | Cost             | Count |
| Public Safety (PS) Scale positions | \$212,312 | 403   | \$187,553        | 357   |
| All Employees (includes PS)        | \$531,839 | 1,036 | \$459,714        | 902   |

\*Applicable to Full-Time and Regular Part-Time positions with an associated FTE.

The Board tabled the matter and asked staff to return for reconsideration of the matter on January 26, 2021.

- On January 26, 2021, staff provided for the Board's consideration the same information as in the table above. A motion to appropriate \$531,839 for \$500 bonuses for all full-time County employees and a proration thereof for regular part-time employees from the residual local funding available through use of CARES funds for public safety salaries and benefits failed on a 3-3 vote with one abstention.
- A member of the Board of Supervisors requested that an item be added to the February 9, 2021 bullpen for consideration by the Board. The agenda item proposes a \$499 bonus for all full-time County employees and a proration thereof for regular part-time employees from the residual local funding available through use of CARES funds for public safety salaries and benefits.

Additionally, the Board member suggests allocating the balance of the residual funding after the bonuses for additional small business relief.

For all intents and purposes, the budgeted cost of the bonus portion of this scenario remains the same as previously provided - \$531,839. The balance of the residual local funding for small businesses would be in the amount of \$335,474. The attached budget adjustment allocates \$531,839 for bonuses and \$335,474 for small business relief.

To be consistent with the parameters of the State-mandated bonus, we are using December 1, 2020 as the date on which employees must have been employed in Public Safety Pay Scale positions to qualify for the bonus.

**Financial Impact:**

Please see the table above, and the budget amendment and appropriation attached.

**Staff Contacts:**

Bonnie Jewell, Assistant County Administrator/Chief Financial Officer

**Consequence of Denial/Inaction:**

If no action is taken on this matter, bonuses will not be provided to any employees beyond those 87 Sheriff's Office employees to whom the County was required by the State to pay \$500 bonuses in December. Additionally, the allocation to small business relief will remain at the combined \$2,612,500 of two prior actions by the Board.

**ATTACHMENTS:**

| File Name                                             | Description       | Type             |
|-------------------------------------------------------|-------------------|------------------|
| Bonus_-_Budget_Adjustment_(All_FT___Reg_PT_FTEs).docx | Budget Adjustment | Budget Amendment |
| Bonus_-_Appropriation_(All_FT___Reg_PT_FTEs).doc      | Appropriation     | Appropriation    |

## FY 2021 Budget Amendment Request Form

**Date:** February 9, 2021

**Department:** County Administration

**Contact person:** Bonnie Jewell

**Phone #:** 540-507-7583

### Explanation of need for budget amendment:

1. The General Assembly required that a one-time, \$500 bonus be paid in December 2020 to Compensation Board-funded sworn positions in the Sheriff's Office, all of which are full-time positions. Out of all 255 budgeted full-time Public Safety Pay Scale positions in the Sheriff's Office, only 87 of those are sworn positions funded through the Comp Board. Staff recommended that this bonus be extended to all full-time and regular part-time employees in positions on the Public Safety pay scale with full-time employees receiving the \$500 bonus and regular part-timers receiving a prorated bonus based on their FTE. The Board voted on December 8, 2020 to move ahead only with the 87 required bonuses and for staff to return with additional information at the first Board meeting in January 2021.
2. On January 12, 2021, staff provided the following information to the Board after a Board member requested the cost to extend the \$500 bonus to full-time and regular part-time FTEs beyond just those on the Public Safety Pay Scale and then requested that staff bring back information regarding the cost of a bonus for full-time and regular part-time FTEs making \$80,000 or less. The costs and number of employees affected are shown in the following table. It should be noted that 25 (29%) of the 87 Sheriff's Office employees who received the State-mandated bonus in December have salaries of \$80,000 or more. The 87 employees to whom the State-mandated bonus was paid in December are excluded from the figures in the table.

| Scenario*                          | All       |       | \$80,000 or Less |       |
|------------------------------------|-----------|-------|------------------|-------|
|                                    | Cost      | Count | Cost             | Count |
| Public Safety (PS) Scale positions | \$212,312 | 403   | \$187,553        | 357   |
| All Employees (includes PS)        | \$531,839 | 1,036 | \$459,714        | 902   |

\*Applicable to Full-Time and Regular Part-Time positions with an associated FTE.

The Board tabled the matter and asked staff to return for reconsideration of the matter on January 26, 2021.

3. On January 26, 2021, staff provided for the Board's consideration the same information as in the table above. A motion to appropriate \$531,839 for \$500 bonuses for all full-time County employees and a proration thereof for regular part-time employees from the residual local funding available through use of CARES funds for public safety salaries and benefits failed on a 3-3 vote with one abstention.
4. A member of the Board of Supervisors requested that an item be added to the February 9, 2021 bullpen for consideration by the Board. The agenda item proposes a \$499 bonus for all full-time County employees and a proration thereof for regular part-time employees from the residual local funding available through use of CARES funds for public safety salaries and benefits.

Additionally, the Board member suggests allocating the balance of the residual funding after the bonuses for additional small business relief.

For all intents and purposes, the budgeted cost of the bonus portion of this scenario remains the same as previously provided - \$531,839. The balance of the residual local funding for small business would be in the amount of \$335,474. The attached budget adjustment allocates \$531,839 for bonuses and \$335,474 for small business relief.

To be consistent with the parameters of the State-mandated bonus, we are using December 1, 2020 as the date on which employees must have been employed in Public Safety Pay Scale positions to qualify for the bonus.

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

| Revenue Accounts Adjusted |                                                 | Amount |               |
|---------------------------|-------------------------------------------------|--------|---------------|
| Acct #                    | 260-0000-341.06-01 – Transfer from General Fund | \$     | 19,915        |
| Acct #                    | 280-0000-341.06-01 – Transfer from General Fund | \$     | 1,954         |
| Acct #                    | 310-0000-341.06-01 – Transfer from General Fund | \$     | 1,077         |
| Acct #                    | 510-0000-341.06-01 – Transfer from General Fund | \$     | 62,437        |
|                           | <b>Total Revenue Adjustment</b>                 | \$     | <b>85,383</b> |

| Expenditure Accounts Adjusted |                                                                  | Amount |               |
|-------------------------------|------------------------------------------------------------------|--------|---------------|
| Acct #                        | 110-9210-492.99-26 - Xfer to Code Compliance Fund                | \$     | 19,915        |
| Acct #                        | 110-9210-492.99-28 - Xfer to Transportation Fund                 | \$     | 1,954         |
| Acct #                        | 110-9210-492.99-31 - Xfer to Capital Projects Fund               | \$     | 1,077         |
| Acct #                        | 110-9210-492.99-51 - Xfer to Utilities Operating Fund            | \$     | 62,437        |
| Acct #                        | 110-9110-491.59-45 (FL-020) - Unallocated Balance of Freed Local | \$     | (867,313)     |
| Acct #                        | 110-8150-471.97-05 (FL-019) – Small Business Relief              | \$     | 335,474       |
| Acct #                        | Various General Fund accounts                                    | \$     | 446,456       |
| Acct #                        | Various Code Compliance Fund accounts                            | \$     | 19,915        |
| Acct #                        | Various Transportation Fund accounts                             | \$     | 1,954         |
| Acct #                        | Various Capital Projects Fund accounts                           | \$     | 1,077         |
| Acct #                        | Various Utilities Operating Fund accounts                        | \$     | 62,437        |
|                               | <b>Total Expenditure Adjustment</b>                              | \$     | <b>85,383</b> |

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:**

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**County Admin:** ☒ recommended ☐ not-recommended

**Explanation if not recommended:**

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**Finance Committee:** ☐ recommended ☐ not-recommended

**Explanation if not recommended:**

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**SPOTSYLVANIA COUNTY  
Board of Supervisors**

**FISCAL YEAR 2021 APPROPRIATION**

**Board of Supervisors**

**February 9, 2021**

**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, 2020, from the funds and for the functions or purposes indicated.

For a one-time bonus for full-time and regular part-time FTEs, to be expended only by order of the Board of Supervisors as follows:

**CODE COMPLIANCE FUND: \$19,915**

**TRANSPORTATION FUND: \$1,954**

**CAPITAL PROJECTS FUND: \$1,077**

**UTILITIES OPERATING FUND: \$62,437**

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

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**Meeting Date:** February 9, 2021

**Title:** Approval of the Minutes for the January 26, 2021  
Board of Supervisors Meeting

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**Type:** Action

**Agenda Title:** Approval of the Minutes for the January 26, 2021  
Board of Supervisors Meeting

**Recommendation:** Approve the Minutes for the January 26, 2021 Board  
of Supervisors Meeting.

**Summary:** The minutes are attached.

**Staff Contacts:** Aimee R. Mann, Deputy Clerk to the Board of  
Supervisors

**Additional Background/Other Considerations:** n/a

**Consequence of Denial/Inaction:** n/a

**ATTACHMENTS:**

| File Name      | Description              | Type    |
|----------------|--------------------------|---------|
| Min_012621.doc | January 26, 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

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Chairman Marshall called the meeting to order at 6:00 p.m. Supervisor Yakabouski 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 moved the VDOT Report prior to the Public Hearing and approved the remainder of the agenda as presented.

#### **VOTE:**

|          |   |                                                                   |
|----------|---|-------------------------------------------------------------------|
| Ayes:    | 7 | Frazier, Jett, Marshall, McLaughlin,<br>Ross, Skinner, Yakabouski |
| Nays:    | 0 |                                                                   |
| Absent:  | 0 |                                                                   |
| Abstain: | 0 |                                                                   |

### **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 Supervisor Skinner and passed unanimously, the Board approved the Consent Agenda as follows:

VOTE:

|          |   |                                                                   |
|----------|---|-------------------------------------------------------------------|
| Ayes:    | 7 | Frazier, Jett, Marshall, McLaughlin,<br>Ross, Skinner, Yakabouski |
| Nays:    | 0 |                                                                   |
| Absent:  | 0 |                                                                   |
| Abstain: | 0 |                                                                   |

1. Approval of Minutes of the January 12, 2021 Board of Supervisors Meeting;
2. Approval of Contract to Marion Enterprises, Inc. for the Merchants Square Building Renovation;
3. Approval of Contract to Priority Dispatch Corp. for an Automated Call Tracking System for Emergency Medical & Fire Dispatching;
4. Approval of Proposal for Wine Sales at the Visitors Center;
5. Approval of Purchase Order #21050 to Unassailable Solutions LLC for Soft CODEC Conference Room Upgrades;
6. Approval of Task Order to Samaha Associates, P.C. for Courthouse Phase II and Phase III Interiors Projects;
7. Authorize Public Hearings for Amendments to County's Erosion and Sediment Control Ordinance as follows:

VOTE:

|          |   |                                                                   |
|----------|---|-------------------------------------------------------------------|
| Ayes:    | 7 | Frazier, Jett, Marshall, McLaughlin,<br>Ross, Skinner, Yakabouski |
| Nays:    | 0 |                                                                   |
| Absent:  | 0 |                                                                   |
| Abstain: | 0 |                                                                   |

**RESOLUTION NO. 2021-11**

**A RESOLUTION DIRECTING STAFF TO ADVERTISE  
AMENDMENTS TO SPOTSYLVANIA COUNTY CODE CHAPTER 8,  
EROSION AND SEDIMENT CONTROL**

WHEREAS, the Board of Supervisors of Spotsylvania County (hereinafter the "Board") desires to consider amendments to Spotsylvania County Code Chapter 8, Erosion and Sediment Control; and

WHEREAS, the proposed amendments include definition and local program procedural updates consistent with the Code of Virginia, Title 62.1, Chapter 3.1, Article 2.4, known as the Virginia Erosion and Sediment Control Law; and

WHEREAS, based upon public necessity, safety, convenience, the general welfare, and good land use practices, consideration of County Code amendments is appropriate.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby direct staff to advertise for public hearings the draft amendments to Spotsylvania County Code Chapter 8.

8. Resolution Approving Fully Funding the UPC 111456: Rte 2092/Rte 2087 Connector Road Project as follows:

VOTE:

|          |   |                                                                   |
|----------|---|-------------------------------------------------------------------|
| Ayes:    | 7 | Frazier, Jett, Marshall, McLaughlin,<br>Ross, Skinner, Yakabouski |
| Nays:    | 0 |                                                                   |
| Absent:  | 0 |                                                                   |
| Abstain: | 0 |                                                                   |

**RESOLUTION NO. 2021-12**

**A RESOLUTION APPROVING FULLY FUNDING THE UPC 111456: RTE 2092/RTE 2087 CONNECTOR ROAD PROJECT**

**WHEREAS**, UPC 111456 Rte 2092/Rte 2087 Connector Road is a Virginia Department of Transportation (VDOT) Six Year Plan project to provide a secondary access north of Route 606 West from South Roxbury Mill Road and Dan Bell Lane; and

**WHEREAS**, the estimated cost of the UPC 111456 project has increased above the \$6,480,000 project budget to approximately \$7,900,000; and

**WHEREAS**, County and VDOT staff have worked together to identify \$3,222,676 in additional Revenue Sharing funding available for the UPC 111456 project; and

**NOW, THEREFORE, BE IT RESOLVED** that the Spotsylvania County Board of Supervisors does hereby approve the \$3,222,676 in Revenue Sharing transfers shown on attachment 2 and the additional local funding needed to fully fund the UPC 111456: Rte 2092/Rte 2087 Connector Road Project as shown in attachment 2.

9. Resolution Approving Spotsylvania County's I-395/95 Commuter Choice Program Applications as follows:

VOTE:

|          |   |                                                                   |
|----------|---|-------------------------------------------------------------------|
| Ayes:    | 7 | Frazier, Jett, Marshall, McLaughlin,<br>Ross, Skinner, Yakabouski |
| Nays:    | 0 |                                                                   |
| Absent:  | 0 |                                                                   |
| Abstain: | 0 |                                                                   |

### **RESOLUTION NO. 2021-13**

#### **A RESOLUTION ENDORSING SPOTSYLVANIA COUNTY'S I-395/95 COMMUTER CHOICE PROGRAM APPLICATIONS**

WHEREAS, the I-395/95 Commuter Choice program invests a portion of the toll revenues from the 37-mile I-395/95 Express Lane facilities into transit and other multimodal enhancements that benefit toll road users and initiated a call for Round 2 projects in November, 2020 with an application deadline of January 29, 2021; and

WHEREAS, the Spotsylvania County Transportation Committee reviewed and recommended submission of two project applications to Round 2 of the I-395/95 Commuter Choice program at its November 19, 2020 meeting: UPC 109474 US Rte 1/Commonwealth Drive PNR Lot and Rte 208 PNR Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE; and

WHEREAS, Fredericksburg Regional Transit (FRED) has agreed to submit the Rte 208 PNR Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE project on behalf of Spotsylvania County since it would be the implementing agency; and

WHEREAS, if the I-395/95 Commuter Choice program selects either of these projects, it would reduce the amount of local funding needed to fully fund these projects in the future; and

NOW, THEREFORE, BE IT RESOLVED, that the Spotsylvania County Board of Supervisors endorses two applications for Round 2 of the I-395/95 Commuter Choice Program:

1. UPC 109474 US Rte 1/Commonwealth Drive PNR Lot
2. Rte 208 PNR Lot FRED Feeder Bus to Fredericksburg AMTRAK/VRE project.

with County staff submitting the #1 project and FRED staff submitting the #2 project.

### **PUBLIC PRESENTATIONS**

Frank Merritt submitted comments that were read during public presentations. Charles Baxter, Mark Trenton, Peter Larson and Stephan Piccard 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.

On a motion by Supervisor Ross and passed unanimously, the Board authorized a market study to determine the feasibility for an aquatics/athletic center not to exceed \$10,000.

VOTE:

|          |   |                                                                   |
|----------|---|-------------------------------------------------------------------|
| Ayes:    | 7 | Frazier, Jett, Marshall, McLaughlin,<br>Ross, Skinner, Yakabouski |
| Nays:    | 0 |                                                                   |
| Absent:  | 0 |                                                                   |
| Abstain: | 0 |                                                                   |

**PRESENTATIONS/REPORTS BY OTHERS**

**VDOT Report**

Kyle Bates reviewed the January VDOT Report presented to the Board. Paul Agnello gave a Smart Scale round 4 update.

**PUBLIC HEARINGS**

**R19-0013 Spotsylvania Mall Company (Bonaventure Investments, LLC) Courtland District**

The Planning Commission recommended approval of R19-0013 with a vote of 4-3 with proffers amended as offered by the applicant to include an additional School proffer.

Staff recommended approval of Rezoning Ordinance R19-0013 with proffers dated December 7, 2020.

Ms. Fennell presented.

Charlie Payne, on behalf of applicant: Gave an overview of the project and stood to answer any questions.

Chairman Marshall opened the public hearing.

The following citizens spoke in opposition or with concerns: Andrew and Yolanda Smith, Amalia Fernandez, Thomas and Penelope Cline, John Calamos, Alfred King, Scott Smith, and Dale Swanson.

Chairman Marshall closed the public hearing.

Charlie Payne, on behalf of applicant: Addressed the concerns of the citizens.

On a motion by Supervisor Ross and passed 5 to 2 with Supervisors Jett and Yakabouski opposed, the Board adopted the ordinance with the proffers as follows:

**VOTE:**

|          |   |                                                 |
|----------|---|-------------------------------------------------|
| Ayes:    | 5 | Frazier, Marshall, McLaughlin,<br>Ross, Skinner |
| Nays:    | 2 | Jett and Yakabouski                             |
| Absent:  | 0 |                                                 |
| Abstain: | 0 |                                                 |

**AN ORDINANCE No. RO19-0013**

To amend the zoning map to rezone approximately 4.82 acres from Commercial 2 (C-2) to Mixed Use Low (MU-4)

**PUBLIC HEARING: January 26, 2021**

**WHEREAS**, Spotsylvania Mall Company (Bonaventure Investments, LLC), requests the rezoning of approximately 4.82 acres from Commercial 2 (C-2) to Mixed Use Low (MU-4) with proffers for a residential development of two multi-family residential buildings containing no more than 271 units and one (1) commercial suite on the first floor of one of the buildings. The parcel is addressed as 100 Spotsylvania Mall Drive. The property is located the Primary Settlement Boundary. The property is designated for Commercial Land Use Development on the Future Land Use Map of the Comprehensive Plan and within in the Airport Overlay District. Tax parcel 13 (A) 107(part), Courtland Voting District; and

**WHEREAS**, staff has reviewed the subject application and recommends approval of the rezoning as stated in the staff report and executive summary; and

**WHEREAS**, the Spotsylvania County Planning Commission held a public hearing on December 2, 2020, 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 approval of the project, with proffers to include an additional \$28,000 for Schools as proffered by the owner at the public hearing with a vote of 4-3; and

**WHEREAS**, the Spotsylvania County Board of Supervisors held a public hearing on January 26, 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 general welfare and good zoning practice are served by approval of the rezoning application.

**NOW, THEREFORE, THE SPOTSYLVANIA COUNTY BOARD OF SUPERVISORS**

**HEREBY ORDAINS:**

§ 1. That the property known as Tax Parcel 13-A-107(part) currently zoned Commercial 2 (C-2) is rezoned to Mixed Use Low (MU-4) with the proffered conditions.

§ 2. 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 rezoning 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 rezoning.

§ 3. This ordinance shall be in force and effect upon adoption.

### **PRESENTATIONS/REPORTS BY OTHERS (cont'd)**

#### **FREM – ISO Rating Update**

Chief Cullinan reviewed the information on the new Insurance Services Office fire suppression rating for Spotsylvania, and what it meant to County residents and businesses.

#### **Budget Adjustment & Appropriation for Bonuses Stemming from State Requirement for Bonuses for Certain Sheriff's Office Positions**

Chairman Marshall read the following statement:

I hereby disclose I have an interest in Presentations/Reports by Staff # 3, Budget Adjustment & Appropriation for Bonuses Stemming from State Requirement for Bonuses for Certain Sheriff's Office Positions, on the January 26, 2021 Agenda, to the extent the discussion now includes consideration of bonuses to be given to all employees, as an employee of Spotsylvania County earning over \$5,000 annually. My disclosure remains on file with the clerk and is available to the public for review. Ed/Aimee, please record this disclosure in the minutes of this meeting as required by law.

Actions taken by the Governor and General Assembly during the 2020 Special Session required that a one-time, \$500 bonus be paid in December 2020 to Compensation Board-funded sworn positions in the Sheriff's Office, all of which are full-time positions. Out of all 255 budgeted full-time Public Safety Pay Scale positions in the Sheriff's Office, only 87 of those are sworn

positions funded through the Comp Board. As such, we can expect to receive a total of \$46,828 from the State to fund the required \$500 bonus (and related FICA benefits) for 87 full-time, sworn Sheriff's Office employees. It is only these 87 employees to whom we were required to pay the bonus in December 2020, and the Board voted on December 8 to move ahead first only with the 87 required bonuses and for staff to return with additional information at the first Board meeting in January 2021. The item was tabled at the first January meeting with instructions from the Board to bring the item back to the second January meeting.

Without objection, Supervisor McLaughlin asked that the Board draft a letter to the Governor expressing its frustration that the state funding raises for only a select portion of employees puts the localities and tax payers in a position to have to fund the remaining employees.

Supervisor McLaughlin made a motion to appropriate \$531,839 to approve \$500 bonuses to all county employees to be used from the residual covid relief funds. Supervisor Skinner requested a friendly amendment to approve the bonuses and allocating the remaining covid relief funds to the schools. Supervisor McLaughlin denied the friendly amendment. After debating views on school funding needs versus county funding needs, the motion failed 3 to 3 to 1 with Supervisors Jett, Skinner and Yakabouski opposed and Supervisor Frazier abstaining saying she now felt conflicted after how the school funding discussion went.

VOTE:

|          |   |                            |
|----------|---|----------------------------|
| Ayes:    | 3 | Marshall, McLaughlin, Ross |
| Nays:    | 3 | Jett, Skinner, Yakabouski  |
| Absent:  | 0 |                            |
| Abstain: | 1 | Frazier                    |

**NEW BUSINESS**

None

**ADJOURNMENT**

On a motion by Chairman Marshall and passed unanimously, the Board adjourned its meeting at 8:57 p.m.

VOTE:

|          |   |                                                                   |
|----------|---|-------------------------------------------------------------------|
| Ayes:    | 7 | Frazier, Jett, Marshall, McLaughlin,<br>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**

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|                      |                                                                                                                                                       |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> | February 9, 2021                                                                                                                                      |
| <b>Title:</b>        | Acceptance and Appropriation for the Federal Fiscal Year (FFY) 2020 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation Award |

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|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Type:</b>                         | Action, Resolution, Appropriation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Agenda Title:</b>                 | Acceptance and Appropriation for the Federal Fiscal Year (FFY) 2020 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation Award                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Recommendation:</b>               | <p>The Finance Committee, Sheriff, and staff recommend that the Board of Supervisors approve the request to accept and appropriate the Federal Fiscal Year (FFY) 2020 Edward Byrne Memorial Justice Assistance Grant Program (JAG) – Local Solicitation Award in the amount of \$25,064</p> <p>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.</p>                                                                                                                                                                                                                            |
| <b>Summary:</b>                      | <p>Spotsylvania County has been awarded \$25,064. The Sheriff’s Office intends to utilize this funding for the purchase of equipment for the patrol boat and Dive Team. Items that will be purchased include sonars, air supply, and wet suits. Although the grant program does not require a local match, the cost of the equipment will exceed the available grant funds. The Sheriff’s Office will make up the additional costs, anticipated to be approximately \$540, through use of their FY 2021 Adopted Budget, asset forfeitures funds, or a combination of these funding sources.</p> <p>The grant does not allow for supplanting of local funds. If accepted, the grant award is available until September 30, 2023</p> |
| <b>Committee/Commission Summary:</b> | Finance Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Review Date:</b>                  | January 21, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**Status:** Approved

**Financial Impact:** See attached budget adjustment

**Staff Contacts:** Sheriff Roger Harris, Sheriff's Office  
Major Carter Well, Sheriff's Office  
Captain Charles Carey, Sheriff's Office  
Annette D'Alessandro, Finance

**Legal Counsel:** Jessica DesNoyer, County Attorneys Office

**Additional Background/Other Considerations:** This award was issued to the County on September 18, 2020; however, DOJ also implemented a new online grants management system in the fall and the County was unable to access the award documentation until January 2021. The DOJ Program Officer is aware of the technological challenges that we have encountered with the new system and has extended the award acceptance deadline

**Consequence of Denial/Inaction:** Failure to accept this grant award will mean that the County will not receive the \$25,064 that has been allocated to it through the Department of Justice's JAG Local Solicitation funding formula. Local funding, or additional sources of fund, will need to be found to purchase the equipment for the Patrol Boat and Dive Team

**ATTACHMENTS:**

| File Name                                            | Description       | Type      |
|------------------------------------------------------|-------------------|-----------|
| FY21_JAG_Grant_Award_SH21JA_-_Budget_Adjustment.docx | Budget Adjustment | Agreement |
| FY21_JAG_Grant_Award_SH21JA_-_Resolution.docx        | Resolution        | Agreement |
| SH21JA_Award_-_Unsigned.pdf                          | Award Document    | Agreement |

## FY 2021 Budget Amendment Request Form

**Date:** January 20, 2021

**Department:** Sheriff's Office

**Contact person:** Roger L. Harris, Sheriff

**Phone #:** 540-507-7160

**Explanation of need for budget amendment:** 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. Spotsylvania County has been awarded \$25,064. The Sheriff's Office intends to utilize this funding for the purchase of equipment for the patrol boat and Dive Team. Items that will be purchased include sonars, air supply, and wet suits. Although the grant program does not require a local match, the cost of the equipment will exceed the available grant funds. The Sheriff's Office will make up the additional costs, anticipated to be approximately \$540, through use of their FY 2021 Adopted Budget, asset forfeitures funds, or a combination of these funding sources. The grant does not allow for supplanting of local funds. If accepted, the grant award is available until September 30, 2023.

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

| Revenue Accounts Adjusted |                                                                     | Amount |               |
|---------------------------|---------------------------------------------------------------------|--------|---------------|
| Acct #                    | 110-0000-333.01-16 SH21JA General/Federal Grant Funds Direct<br>JAG | \$     | 25,064        |
|                           | <b>Total Revenue Adjustment</b>                                     | \$     | <b>25,064</b> |

| Expenditure Accounts Adjusted |                                                                                                                                                                      | Amount |               |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|
| Acct #                        | 110-3160-421-80-01 SH21JA General/Capital-Machinery &<br>Equipment (7 Wet Suits for Dive Team, 2 Air Supplies for the Dive Team, and 2<br>Sonars for the Patrol Boat | \$     | 25,064        |
|                               | <b>Total Expenditure Adjustment</b>                                                                                                                                  | \$     | <b>25,064</b> |

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:**

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**County Admin:** ☒ recommended ☐ not-recommended

**Explanation if not recommended:**

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**Finance Committee:** ☒ recommended ☐ not-recommended

**Explanation if not recommended:**

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At a meeting of the Spotsylvania County Board of Supervisors held on February 9, 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 2021 Funds**

**WHEREAS**, Spotsylvania County has applied for and received approval for a federal grant from the Department of Justice in the amount of \$25,064 to be utilized by the Sheriff's Office for the purchase of wet suits, air supply, and sonars; and

**WHEREAS**, the County is not required to provide a local match; 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 Department of Justice 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 B. D'Alessandro, Grants Manager; and

**BE IT FURTHER RESOLVED** by the Spotsylvania County Board of Supervisors that the grant in the amount of \$25,064 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, 2020, for expenditures in the amount of \$25,064 to be utilized only for the purchase of wet suits, air supply, and sonars, to be expended only by order of the Board of Supervisors as follows:

**GENERAL FUND: \$ 25,064**

(SEAL)

A COPY TESTE: \_\_\_\_\_

Aimee R. Mann  
Deputy Clerk to the Board of Supervisors



**Department of Justice (DOJ)**

Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

September 18, 2020

Mr. Ed Petrovitch  
County of Spotsylvania  
9104 Courthouse Road  
Spotsylvania, VA 22553-1902

Dear Mr. Petrovitch:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Spotsylvania for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$25,064. These funds are for the project entitled FY 2020 JAG Project.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Spotsylvania accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Kathy Manning, Program Manager at (202) 616-1722; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", is located below the word "Sincerely,".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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Washington, DC 20531

September 18, 2020

Mr. Ed Petrovitch  
County of Spotsylvania  
9104 Courthouse Road  
Spotsylvania, VA 22553-1902

Dear Mr. Petrovitch:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 32

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Spotsylvania  
9104 Courthouse Road  
Spotsylvania, VA 22553-1902

4. AWARD NUMBER: 2020-DJ-BX-0485

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023  
BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023

6. AWARD DATE 09/18/2020

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

541660022

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

081062945

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

FY 2020 JAG Project

10. AMOUNT OF THIS AWARD

\$ 25,064

11. TOTAL AWARD

\$ 25,064

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH  
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ed Petrovitch  
County Administrator

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

| FISCAL YEAR | FUND CODE | BUD. ACT. | DIV. REG. | OFC. | SUB. | POMS | AMOUNT |
|-------------|-----------|-----------|-----------|------|------|------|--------|
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1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
- B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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*SPECIAL CONDITIONS*

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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*SPECIAL CONDITIONS*

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.



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- (7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
- (8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (9) "Program or activity" means what it means under 42 USC 2000d-4a.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
- IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 ( 34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/ SuccessStoryList.aspx).



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67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for County of Spotsylvania

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                               |                                                                                                                                                                              |
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|  <div>Department of Justice (DOJ)<br/>Office of Justice Programs<br/><br/>Bureau of Justice Assistance</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>GRANT MANAGER'S MEMORANDUM, PT. I:<br/>PROJECT SUMMARY</b> |                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Grant</b>                                                  |                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PROJECT NUMBER<br>2020-DJ-BX-0485                             | PAGE 1 OF 1                                                                                                                                                                  |
| This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                               |                                                                                                                                                                              |
| 1. STAFF CONTACT (Name & telephone number)<br><br>Kathy Manning<br>(202) 616-1722                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                               | 2. PROJECT DIRECTOR (Name, address & telephone number)<br><br>Annette DAlessandro<br>Grants Manager<br>P.O. Box 215<br>Spotsylvania, VA 22553-1903<br>(540) 507-7595 ext.361 |
| 3a. TITLE OF THE PROGRAM<br><br>JAG Local: Eligible Allocation Amounts \$25,000 or More                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                               | 3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)                                                                                                                                  |
| 4. TITLE OF PROJECT<br><br>FY 2020 JAG Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                               |                                                                                                                                                                              |
| 5. NAME & ADDRESS OF GRANTEE<br><br>County of Spotsylvania<br>9104 Courthouse Road<br>Spotsylvania, VA 22553-1902                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                               | 6. NAME & ADDRESS OF SUBGRANTEE                                                                                                                                              |
| 7. PROGRAM PERIOD<br><br>FROM: 10/01/2019 TO: 09/30/2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                               | 8. BUDGET PERIOD<br><br>FROM: 10/01/2019 TO: 09/30/2023                                                                                                                      |
| 9. AMOUNT OF AWARD<br><br>\$ 25,064                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                               | 10. DATE OF AWARD<br><br>09/18/2020                                                                                                                                          |
| 11. SECOND YEAR'S BUDGET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                               | 12. SECOND YEAR'S BUDGET AMOUNT                                                                                                                                              |
| 13. THIRD YEAR'S BUDGET PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                               | 14. THIRD YEAR'S BUDGET AMOUNT                                                                                                                                               |
| 15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)<br><br>The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.<br><br>This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information |                                                               |                                                                                                                                                                              |

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

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

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|                      |                                                                                 |
|----------------------|---------------------------------------------------------------------------------|
| <b>Meeting Date:</b> | February 9, 2021                                                                |
| <b>Title:</b>        | Agreement with the Rappahannock Area Agency on Aging for Marshall Senior Center |

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|              |        |
|--------------|--------|
| <b>Type:</b> | Action |
|--------------|--------|

|                      |                                                                                 |
|----------------------|---------------------------------------------------------------------------------|
| <b>Agenda Title:</b> | Agreement with the Rappahannock Area Agency on Aging for Marshall Senior Center |
|----------------------|---------------------------------------------------------------------------------|

|                        |                                                                                                                                                                  |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recommendation:</b> | Staff recommends approval of the agreement with the Rappahannock Area Agency on Aging (RAAA) for the use of the Marshall Senior Center as a Senior Meals Center. |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary:</b> | <p>The Rappahannock Area Agency on Aging is a Regional Agency supported both financially as well as an in-kind use of the Marshall Senior Center as a Senior Meals Center by Spotsylvania County. The RAAA began using a Community Center as a Senior Meals Center in 1984. In 2008, the Marshall Senior Center was selected as a location for the Senior Meals Center due to its larger space which could better accommodate the growth of their program. The RAAA would like to continue to utilize the Marshall Senior Center on Mondays, Thursdays, and Fridays from 8 a.m. to 3 p.m. because of its size and location within the County.</p> |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                          |     |
|--------------------------|-----|
| <b>Financial Impact:</b> | N/A |
|--------------------------|-----|

|                        |                                                |
|------------------------|------------------------------------------------|
| <b>Staff Contacts:</b> | Kevin Brooks, Director of Parks and Recreation |
|------------------------|------------------------------------------------|

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Legal Counsel:</b> | Jessica DesNoyer, Deputy County Attorney |
|-----------------------|------------------------------------------|

|                                                    |     |
|----------------------------------------------------|-----|
| <b>Additional Background/Other Considerations:</b> | N/A |
|----------------------------------------------------|-----|

|                                        |                                                                                             |
|----------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Consequence of Denial/Inaction:</b> | Rappahannock Area Agency on Aging will not have this facility to conduct its Meals Program. |
|----------------------------------------|---------------------------------------------------------------------------------------------|

**ATTACHMENTS:**

| File Name                               | Description         | Type      |
|-----------------------------------------|---------------------|-----------|
| 2021_RAAA_Signed_Agreement_Approved.pdf | 2021 RAAA Agreement | Agreement |

## **AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of March 2021 by and between the COUNTY OF SPOTSYLVANIA, VIRGINIA hereinafter called the "County", and the RAPPAHANNOCK AREA AGENCY ON AGING, INC. hereinafter called "RAAA", identifies the responsibilities of both parties to this agreement regarding the use of the Marshall Senior Center as a Senior Meal Center.

### **I. Duration, Review, Modification, and Termination of Agreement**

A. This agreement shall be in full force and effect upon its execution and shall be subject to review annually. Said annual review shall be performed by the Board of Supervisors of the County or their duly appointed representative and the Board of Directors of RAAA and shall commence no later than March 1<sup>st</sup> of each calendar year.

B. Modifications to this agreement may be made during the annual review process or as needed during the fiscal year; provided, however, that any modification shall be made in writing and signed by both parties.

C. This agreement may be terminated at the request of either party by written notification of not less than sixty (60) days. Since termination of the agreement shall in effect discontinue RAAA's use of the Marshall Senior Center as a Senior Meal Center, any termination agreement shall include a plan for disposition of furniture, equipment, and supplies purchased and maintained by RAAA. RAAA is responsible for disposition regardless of which party initiates termination of the Agreement.

## **II. Hours of Operation**

The County agrees to make the Marshall Senior Center, located at 8800 Courthouse Road, and the main lounge, kitchen and restroom facilities therein available to RAAA 3 days a week (Monday, Thursday, Friday) from 8:00 a.m. – 3:00 p.m., except on County holidays, for the purpose of conducting programs and preparing and serving meals to Meal Center participants. Use of the facilities other than the dates and times specified herein shall be requested in advance in writing and mutually agreeable to both parties. The County shall provide to RAAA, at the commencement of the contract year, a schedule delineating County holidays during the calendar year.

## **III. Program Priority**

A. RAAA has priority use of those areas of the building designated for its use during the days and hours allotted as defined in Section II of this Agreement. In the event of a conflict with a special County event, the Board of Supervisors or its designated agent shall notify RAAA of the conflict as soon as practicable, but no less than ten (10) days prior to the date of the conflict.

B. The County reserves the right to full access to all facilities during any declared emergency and will notify RAAA to exercise an alternative plan, if possible, to accommodate Meal Center participants.

#### **IV. Designation of Building Areas for Program Operations**

A. Meal Preparation. Unless otherwise stated in this agreement, the County will provide access to all kitchen facilities and equipment during specified, operational hours for RAAA programs as defined in Section II of this Agreement. The County reserves the right to provide access to the same kitchen facilities used by RAAA for County functions and to those groups and individuals whose functions are approved by the County; except, that access will not be provided to the portable freezer, convection oven or designated RAAA storage areas unless the County obtains permission from RAAA in writing.

B. RAAA Programs. The County reserves the right to access and use the main public area (main lounge) of the Marshall Senior Center during RAAA programs and the serving of meals to Meal Center participants during normal RAAA activity hours.

C. Storage. The County will provide adequate space not to exceed 96 square feet (8 x 12) for the storage of food, supplies, equipment and furniture.

#### **V. Equipment and Furniture**

A. At the commencement of each contract year the parties will prepare an inventory listing of the equipment owned by each party. RAAA will replace, repair, and maintain all kitchen equipment and social hall tables and chairs utilized by the program, regardless of ownership.

B. Equipment and furnishings supplied by RAAA shall be made available for use by other groups duly authorized to use the Marshall Senior Center (except as noted in Section IV. A. above). The County shall not be responsible for replacement, repair and/or maintenance of RAAA furniture and equipment. Except in emergency situations, furniture, supplies, or equipment owned by RAAA shall not be removed from the building or premises without prior notification and written approval of RAAA.

#### **VI. Alteration of Premises**

No physical alteration of the premises shall be permitted unless requested in writing by RAAA and approved in writing by the County. Any modifications or improvements including, but not limited to, re-wiring, shall be at the expense of RAAA.

#### **VII. Building Access**

The County agrees to furnish RAAA with three sets of keys providing adequate access to the building. The use of keys shall be limited to the Meal Center Manager and the Meal Center Aide. An emergency set shall be maintained in a secure location at the offices of RAAA.

#### **VIII. Maintenance and Housekeeping Responsibilities**

A. RAAA will be responsible for the day-to-day housekeeping and cleaning of the kitchen, RAAA storage areas, restrooms, and those portions of the main public area (main lounge) of the Marshall Senior Center utilized for the Senior Meal Center and associated programs.

B. In the event that the entire main public area (main lounge) of the Marshall Senior Center will be needed for a function outside of RAAA program hours, RAAA shall remove all furniture and equipment, except folding tables and chairs, from the main public area (main lounge).

C. Unless stated otherwise in this agreement, the County will be responsible for the regular upkeep, repair, and maintenance tasks on the building and all equipment, furniture, and fixtures not furnished and maintained by RAAA.

D. During RAAA program hours, the Meal Center Manager shall be responsible for proper adjustment and regulation of heating and cooling of the area in which the Senior Meal Center is operated. Upon leaving the building, thermostats in the areas of program operation will be adjusted to those settings specified by the County to achieve utility efficiency.

#### **IX. Fee Schedule**

The RAAA shall not be assessed a charge for the use of the Marshall Senior Center.

#### **X. Program Responsibilities**

In addition to regular meals, it shall be the responsibility of RAAA personnel and their designees to provide informative and entertaining programs for Meal Center participants. All programs sponsored by the County will be coordinated with RAAA in advance.

## **XI. Insurance**

A. RAAA shall provide liability insurance to cover its employees, the County, County employees, program participants and guests.

B. RAAA shall maintain the following insurance coverage, naming the 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;
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;
3. Workers' Compensation – in compliance with all states in which RAAA 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.

C. RAAA shall not be allowed to use the Marshall Senior Center until such time as the RAAA has presented to the County Administrator certificates of insurance, evidencing RAAA's compliance with paragraphs A and B hereinabove.

**XII. Indemnification**

RAAA 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 RAAA and/or its contractors or employees, or anyone else for whom RAAA is or may be responsible.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: \_\_\_\_\_  
Edward Petrovitch,  
County Administrator

RAPPAHANNOCK AREA AGENCY ON  
AGING, INC.

By: Patrice Helled

Its: Ex-DIRECTOR  
(title)

Approved as to form:

Asst- [Signature]  
County Attorney

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

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|                      |                                                                               |
|----------------------|-------------------------------------------------------------------------------|
| <b>Meeting Date:</b> | February 9, 2021                                                              |
| <b>Title:</b>        | Appointment of Lamont Brown to the Bay Consortium Workforce Development Board |

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|                      |                                                                               |
|----------------------|-------------------------------------------------------------------------------|
| <b>Agenda Title:</b> | Appointment of Lamont Brown to the Bay Consortium Workforce Development Board |
|----------------------|-------------------------------------------------------------------------------|

|                        |                                                                                                                                                                                                                                                                         |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recommendation:</b> | Mr. Marshall recommends the Board of Supervisors appoint Lamont Brown to the Bay Consortium Workforce Development Board. Per the bylaws, the term shall be for four years, running from July 1- June 30th. The term will commence immediately and expire June 30, 2024. |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                 |                                                                                                                                                                 |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary:</b> | Mr. Marshall would like to appoint Lamont Brown to the Bay Consortium Workforce Development Board. The term will commence immediately and expire June 30, 2024. |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                          |     |
|--------------------------|-----|
| <b>Financial Impact:</b> | N/A |
|--------------------------|-----|

|                        |                                                  |
|------------------------|--------------------------------------------------|
| <b>Staff Contacts:</b> | Niki Woodard, Assistant to County Administration |
|------------------------|--------------------------------------------------|

|                                                    |     |
|----------------------------------------------------|-----|
| <b>Additional Background/Other Considerations:</b> | n/a |
|----------------------------------------------------|-----|

|                                        |     |
|----------------------------------------|-----|
| <b>Consequence of Denial/Inaction:</b> | n/a |
|----------------------------------------|-----|

**ATTACHMENTS:**

| File Name                     | Description     | Type            |
|-------------------------------|-----------------|-----------------|
| LBrown_LWDA_13_Nomination.pdf | Nomination Form | Backup Material |
| Resume_Lamont_Brown.docx      | Resume          | Resume          |



# NOMINATION FORM

|                                                                                                                                              |                                                        |                                                                                                                                                                                                                                                                                                                                        |                            |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>1-Name (First, MI, Last)</b><br>Lamont A. Brown                                                                                           |                                                        | <b>2-LWDA #</b><br>13                                                                                                                                                                                                                                                                                                                  | <b>3-Date</b><br>1/19/2021 |
| <b>4-Street Address</b><br>9609 Norwick Lane                                                                                                 |                                                        | <b>13-Nominee Characteristics</b>                                                                                                                                                                                                                                                                                                      |                            |
| <b>5-City</b><br>Fredericksburg                                                                                                              | <b>6-County</b><br>Spotsylvania                        | Gender: Male <input checked="" type="checkbox"/> Female <input type="checkbox"/>                                                                                                                                                                                                                                                       |                            |
| <b>7-State</b> Virginia                                                                                                                      | <b>8-ZIP</b><br>22408                                  | Race:                                                                                                                                                                                                                                                                                                                                  |                            |
| <b>9-Home Phone (include area code)</b><br>5408413472                                                                                        | <b>10-Work Phone (include area code)</b><br>5408413472 | White <input type="checkbox"/> Black <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                               |                            |
| <b>11-FAX</b>                                                                                                                                | <b>12-E-Mail</b><br>lamont.a.brown@gmail.com           | Hispanic <input type="checkbox"/> Amer. Indian <input type="checkbox"/>                                                                                                                                                                                                                                                                |                            |
| <b>15-LWDA Name</b><br>Bay Consortium                                                                                                        |                                                        | Native Alaskan <input type="checkbox"/> Asian <input type="checkbox"/>                                                                                                                                                                                                                                                                 |                            |
| <b>16-Labor/ CBO/ Apprenticeship Representative</b><br>Greater Fredericksburg Black Chamber of Commerce                                      |                                                        | Pacific Islander <input type="checkbox"/> Other <input type="checkbox"/>                                                                                                                                                                                                                                                               |                            |
| Title Labor <input type="checkbox"/> CBO <input checked="" type="checkbox"/> Organization Registered Apprenticeship <input type="checkbox"/> |                                                        | <b>14-Recommended for (see section number)</b>                                                                                                                                                                                                                                                                                         |                            |
|                                                                                                                                              |                                                        | <b>16- Labor/ CBO/ Apprenticeship</b> <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                              |                            |
|                                                                                                                                              |                                                        | <b>17-Private Sector (Business)</b> <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                |                            |
|                                                                                                                                              |                                                        | <b>18-Education</b> <input type="checkbox"/>                                                                                                                                                                                                                                                                                           |                            |
|                                                                                                                                              |                                                        | <b>19-VEC</b> <input type="checkbox"/>                                                                                                                                                                                                                                                                                                 |                            |
|                                                                                                                                              |                                                        | <b>20-Economic Development</b> <input type="checkbox"/>                                                                                                                                                                                                                                                                                |                            |
|                                                                                                                                              |                                                        | <b>21-VDARS/VDBVI</b> <input type="checkbox"/>                                                                                                                                                                                                                                                                                         |                            |
|                                                                                                                                              |                                                        | <b>22-DSS</b> <input type="checkbox"/>                                                                                                                                                                                                                                                                                                 |                            |
|                                                                                                                                              |                                                        | <b>23-Optional/Other</b> <input type="checkbox"/>                                                                                                                                                                                                                                                                                      |                            |
| <b>17-Private Sector (Business) Representative</b>                                                                                           |                                                        | Yes No                                                                                                                                                                                                                                                                                                                                 |                            |
| Title Founder/Wealth Management Advisor                                                                                                      |                                                        | Minority-Owned Business <input checked="" type="checkbox"/> <input type="checkbox"/>                                                                                                                                                                                                                                                   |                            |
| Business ALNA Financial Group LLC                                                                                                            |                                                        | Female-Owned Business <input type="checkbox"/> <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                     |                            |
| Type of Business Financial Planning and Wealth Mgmt.                                                                                         |                                                        | Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural <input type="checkbox"/>                                                                                                                                                                                                                             |                            |
|                                                                                                                                              |                                                        | Number of Employees 1                                                                                                                                                                                                                                                                                                                  |                            |
| <b>18-Education Representative</b>                                                                                                           |                                                        | <b>19-VEC Representative</b>                                                                                                                                                                                                                                                                                                           |                            |
| Title _____                                                                                                                                  |                                                        | Title _____                                                                                                                                                                                                                                                                                                                            |                            |
| Institution _____                                                                                                                            |                                                        |                                                                                                                                                                                                                                                                                                                                        |                            |
| Title II <input type="checkbox"/> Community College <input type="checkbox"/> Career & Technical Education <input type="checkbox"/>           |                                                        |                                                                                                                                                                                                                                                                                                                                        |                            |
| <b>20-Economic Development Representative</b>                                                                                                |                                                        | <b>21-VDARS/VDBVI Representative</b>                                                                                                                                                                                                                                                                                                   |                            |
| Title _____                                                                                                                                  |                                                        | Title _____                                                                                                                                                                                                                                                                                                                            |                            |
|                                                                                                                                              |                                                        | <b>22-DSS Representative</b>                                                                                                                                                                                                                                                                                                           |                            |
|                                                                                                                                              |                                                        | Title _____                                                                                                                                                                                                                                                                                                                            |                            |
| <b>24-Nominator</b>                                                                                                                          |                                                        | <b>23-Optional/ Other Representative</b>                                                                                                                                                                                                                                                                                               |                            |
| I hereby recommend the above-named person for membership on the Local Workforce Development Board.                                           |                                                        | Title _____                                                                                                                                                                                                                                                                                                                            |                            |
| Signature _____ Date _____                                                                                                                   |                                                        | Agency _____                                                                                                                                                                                                                                                                                                                           |                            |
| Printed/Typed Name & Title of Nominator _____                                                                                                |                                                        | <b>25-Action by Chief Elected Official</b>                                                                                                                                                                                                                                                                                             |                            |
| Nominator Organization _____                                                                                                                 |                                                        | Subject to certification required by Section 107 of the Workforce Innovation and Opportunity Act of 2014 and Policy 200-04 (2016) (Revised July 1, 2016) of the Virginia Board for Workforce Development, the person nominated herein has been duly appointed to the Local Workforce Development Board by the Chief Elected Officials. |                            |
| Phone _____ FAX _____                                                                                                                        |                                                        | Term of Appointment: From _____ To _____                                                                                                                                                                                                                                                                                               |                            |
| Email _____                                                                                                                                  |                                                        | Signature of Chief Elected Official _____ Date _____                                                                                                                                                                                                                                                                                   |                            |

# **Lamont A. Brown, CFP<sup>®</sup>, CRPC**

Fredericksburg, Va. 22408 ♦ (540) 841-3472 ♦ lamont.a.brown@gmail.com

## **PROFESSIONAL SUMMARY**

Fifteen year United States Marine Corps (USMC) Veteran, and CERTIFIED FINANCIAL PLANNER<sup>™</sup> professional with over 10 years of financial advisor experience helping individuals and families build wealth and prepare for the future.

## **SKILLS**

- Financial planning
- Relationship building
- Wealth Management
- Public speaking

## **WORK HISTORY**

**Founder/Wealth Manager, ALNA Financial Group LLC. November 2020 - Current** Provide holistic financial plans for individuals and families.

**Wealth Management Advisor, TIAA September 2016 - November 2020** Develop and recommend investment management, risk management, and estate planning solutions to help participants achieve their financial goals

**Financial Advisor November 2010 - August 2016** Provide Investment, Retirement and Estate Planning for prospects and clients

- Morgan Stanley, Merrill Lynch, Community Bank of the Chesapeake, Pentagon Federal

**Systems Engineer August 2006 – November 2010** Responsible technical Analysis, and project management

- Project lead for Virtual Technical Support Team that improved action item tracking and information dissemination that improved responsiveness by reducing wait times for technical solutions and equipment shipments in half

**Communications Officer, *United States Marine Corps*** May 1999 – August 2006 Managed the design, planning, implementation, and troubleshooting of Information Technology (IT) services (Email, Video, and Voice), and Telecommunications

- Enlisted in United States Marine Corps 1991 and selected to become officer Commissioned 1999
- Lead, trained, and managed organizations of 2 to 15 Marines responsible for developing and maintaining tactical communications (IT) networks and equipment
- Provided IT services and support for over 200 personnel during 8 staff training exercises with 100% mission accomplishment
- Received commendation for establishing full IT support for Executive Staff within six hours

## **EDUCATION**

**Masters of Business Administration (MBA), *Finance***,  
*Candidate projected graduation 2021* Saint Joseph's  
University, Philadelphia, PA

**Masters of Science, *Systems Engineering***,  
2010 George Washington University,  
Washington D.C.

**Bachelor of Science in Business Administration, *Management Information Systems (MIS)***,  
1999 University of Arizona, Tucson, AZ

## **LICENSES AND CERTIFICATIONS**

**Certifications:** CERTIFIED FINANCIAL PLANNER™ certification, Chartered Retirement Planning Counselor (CRPC) **Licenses:** Series 7, Series 66, Virginia Life and Health Insurance

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

---

**Meeting Date:** February 9, 2021

**Title:** Appropriation of Insurance Reimbursement for Parks & Recreation Vehicle

---

**Type:** Action, Appropriation

**Agenda Title:** Appropriation of Insurance Reimbursement for Parks & Recreation Vehicle

**Recommendation:** Staff recommends that the Board of Supervisors approve the attached budget adjustment and appropriation.

**Summary:** In November 2020, a catalytic converter was stolen from a Parks and Recreation vehicle (2011 Ford F350) while stationed at Patriot Park. The damage to the Parks & Recreation vehicle was assessed, a report was filed with the Sheriff's Office, and the County's insurance company reimbursed \$2,331 to complete the repair for the vehicle. Staff is requesting the approval of the budget adjustment and appropriation for the expense of replacing a catalytic converter for a 2011 Ford F350 at a cost of \$2,331.

**Committee/Commission Summary:** Finance Committee

**Review Date:** January 21, 2021

**Status:** Approved

**Financial Impact:** See attached budget adjustment

**Staff Contacts:** Kevin Brooks, Director of Parks and Recreation

**Legal Counsel:** N/A

**Additional Background/Other Considerations:** N/A

Failure to approve this request will cause the vehicle

**Consequence of Denial/Inaction:**

repair cost to come from the Parks and Recreation Department's budget even though insurance reimbursement has been issued. This vehicle continues being necessary to support Parks and Recreation in their provision of services to the citizens.

**ATTACHMENTS:**

| File Name                                           | Description                                    | Type             |
|-----------------------------------------------------|------------------------------------------------|------------------|
| PR_Insurance_Reimbursement_-_Budget_Adjustment.docx | PR Insurance Reimbursement - Budget Admendment | Budget Amendment |
| PR_Insurance_Reimbursement_-_Appropriation.docx     | PR Insurance Reimbursement - Appropriation     | Appropriation    |

# FY 2021 Budget Amendment Request Form

**Date:** 12/11/20

**Department:** Parks and Recreation

**Contact person:** Kevin Brooks

**Phone #:** 507-7525

**Explanation of need for budget amendment:** In November 2020, a catalytic converter was stolen from a Parks and Recreation vehicle (2011 Ford F350) while stationed at Patriot Park. The damage to the Parks & Recreation vehicle was assessed, a report was filed with the Sheriff's Office, and the County's insurance company reimbursed \$2,331 to complete the repair for the vehicle. Staff is requesting the approval of the budget adjustment and appropriation to for the expense of replacing a catalytic converter for a 2011 Ford F350 at a cost of \$2,331.

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

| Revenue Accounts Adjusted |                                                      | Amount    |              |
|---------------------------|------------------------------------------------------|-----------|--------------|
| Acct #                    | 110-0000-318.99-20 – Insurance Reimbursement Revenue | \$        | 2,331        |
|                           | <b>Total Revenue Adjustment</b>                      | <b>\$</b> | <b>2,331</b> |

| Expenditure Accounts Adjusted |                                             | Amount    |              |
|-------------------------------|---------------------------------------------|-----------|--------------|
| Acct #                        | 110-7110-461.33-11 – Repair and Maintenance | \$        | 2,331        |
|                               | <b>Total Expenditure Adjustment</b>         | <b>\$</b> | <b>2,331</b> |

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

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.

Kevin Brooks, Parks and Recreation

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 2021 APPROPRIATION**

**Board of Supervisors**

**February 9, 2021**

**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, 2020, from the funds and for the functions or purposes indicated.

For the repair of a Parks and Recreation vehicle with insurance reimbursement funds, to be expended only by order of the Board of Supervisors as follows:

**GENERAL FUND: \$2,331**

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

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**Meeting Date:** February 9, 2021

**Title:** Approval of Additional Non-Competitive Litter and Recycling Grant Funding

---

**Type:** Action, Appropriation

**Agenda Title:** Approval of Additional Non-Competitive Litter and Recycling Grant Funding

**Recommendation:** Staff recommends that the Board approve the budget adjustment and appropriation for additional funds received from the State's Non-Competitive Litter and Recycling Grant.

Spotsylvania County receives a Non-Competitive Litter and Recycling grant each year. The County received \$19,481 in funding versus the \$16,961 anticipated and budgeted for in FY 2021.

**Summary:** Staff requests appropriation of the additional \$2,520 to supplement existing environmental education programs as well as several new programs. The additional revenue will allow the Parks & Recreation Department to reach larger audiences and provide additional supplemental materials to existing programs in accordance with grant requirements. Such programs and related items will include the spring community clean-up day; spring/fall roadside clean up event; nature explorers' week-long environmental day camp; cops and bobbers fishing event; and school environmental awareness presentations. Such programs provide outreach via resources to help educate not only the student populations but our overall citizenry. These programs encourage good stewardship and a healthy environment for County residents.

Pursuant to state guidelines, grant funding must be expended on programs/supplies directly related to litter prevention and recycling education outreach. No local

match is required.

**Committee/Commission Summary:**

Finance Committee

**Review Date:**

January 21, 2021

**Status:**

Approved

**Financial Impact:**

See attached budget adjustment

**Staff Contacts:**

Tammy Burgess, Special Events Coordinator, Parks & Recreation

**Legal Counsel:**

N/A

**Additional Background/Other Considerations:**

The increase in FY 2021 grant amounts to localities may not be sustained in future grant cycles.

**Consequence of Denial/Inaction:**

The non-competitive litter and recycling grant was established to provide environmental education programs as well as promote public awareness concerning litter and recycling issues. Failure to appropriate and spend this funding in accordance with grant requirements may jeopardize our ability to benefit from future grants or state programs.

**ATTACHMENTS:**

| File Name                                                | Description                                        | Type             |
|----------------------------------------------------------|----------------------------------------------------|------------------|
| Additional_litter_grant_funding_-_Budget_Adjustment.docx | Additional Litter Grant Funding - Budget Amendment | Budget Amendment |
| Additional_litter_grant_funding_-_Appropriation.docx     | Additional Litter Grant Funding - Appropriation    | Appropriation    |

# FY 2021 Budget Amendment Request Form

**Date:** 12/16/2020

**Department:** Parks and Recreation

**Contact person:** Tammy Burgess

**Phone #:** 507-7532

**Explanation of need for budget amendment:** Spotsylvania County receives a Non-Competitive Litter and Recycling grant each year. The County received \$19,481 in funding versus the \$16,961 anticipated and budgeted for in FY 2021.

Staff requests appropriation of the additional \$2,520 to supplement existing environmental education programs as well as several new programs. The additional revenue will allow the department to reach larger audiences and provide additional supplemental materials to existing programs in accordance with grant requirements. Such programs and related items will include the spring community clean-up day; spring/fall roadside clean up event; nature explorers' week long environmental day camp; cops and bobbys fishing event; and school environmental awareness presentations. Such programs provide outreach via resources to help educate not only the student populations but our overall citizenry. These programs encourage good stewardship and a healthy environment for County residents.

Pursuant to state guidelines, grant funding must be expended on programs/supplies directly related to litter prevention and recycling education outreach. No local match is required.

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

| Revenue Accounts Adjusted |                                                   | Amount |              |
|---------------------------|---------------------------------------------------|--------|--------------|
| Acct #                    | 110-0000-324.04-07 - Non-Competitive Litter Grant | \$     | 2,520        |
|                           | <b>Total Revenue Adjustment</b>                   | \$     | <b>2,520</b> |

| Expenditure Accounts Adjusted |                                                | Amount |              |
|-------------------------------|------------------------------------------------|--------|--------------|
| Acct #                        | 110-7110-461.58-59 (GPNCLG) – Public Education | \$     | 2,520        |
|                               |                                                | \$     |              |
|                               | <b>Total Expenditure Adjustment</b>            | \$     | <b>2,520</b> |

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

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.

Tammy Burgess, Parks and Recreation

\_\_\_\_\_  
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 2021 APPROPRIATION**

**Board of Supervisors**

**February 9, 2021**

**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, 2020, from the funds and for the functions or purposes indicated.

For additional grant revenue received from the Department of Environmental Quality to supplement environmental education programs, as well as, promote public awareness concerning litter and recycling issues, to be expended only by order of the Board of Supervisors as follows:

**GENERAL FUND: \$2,520**

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

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**Meeting Date:** February 9, 2021

**Title:** Approval of Contract to Boarman Kroos Vogel Group, Inc. to Provide Professional Architectural and Engineering Services for Design of Fire/Rescue Company 3 and Company 12

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**Type:** Action

**Agenda Title:** Approval of Contract to Boarman Kroos Vogel Group, Inc. to Provide Professional Architectural and Engineering Services for Design of Fire/Rescue Company 3 and Company 12

**Recommendation:** Approve the award of a contract to Boarman Kroos Vogel Group, Inc. to provide professional architectural and engineering services for the design of Fire/Rescue Company 3 and Company 12. 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 design of Fire/Rescue Company 3 and Company 12. Fifteen (15) proposals were received for this procurement. A Selection Committee reviewed the proposals and short listed firms for interviews. Interviews with firms were conducted, which resulted in an award to Boarman Kroos Vogel Group, Inc. in the amount of \$704,500.00 for the design of Company 3 and \$565,000.00 for the design of Company 12.

The current budget does not fully fund this award. Award of this contract will cause the Board to need to approve at least \$548,472 of the funding proposed for Fire/ Rescue projects in FY 2022.

**Financial Impact:** The current budget does not fully fund this award. Award of this contract will cause the Board to need to approve at least \$548,472 of the funding proposed for Fire/ Rescue projects in FY 2022.

**Staff Contacts:**

Jay Cullinan, Chief, FREM  
Brad Quann, Procurement Manager

**Legal Counsel:**

Will Moore, Senior Assistant County Attorney

The design of Company 3 was initiated in FY 2020 with construction bidding planned for FY 2022; Company 12 is planned to follow in the FY 2023/FY 2024 time frame. It is the intent of the County to replicate the station designs as much as practical between the two stations to reduce overall facility design cost. Stations will be approximately 12,000 square feet with 3 drive through apparatus bays and include accommodations and support facilities for 24-hour occupancy.

**Additional Background/Other Considerations:**

The two stations involved in this project include a replacement for an existing station, and an additional twelfth station. The replacement station will be located in the Partlow area of the county, while the additional station will be located in a manner to serve the Massaponax Church area. Each station should be designed to properly accommodate up to 14 people at a time, working a 24/7 shift, with enough personal vehicle parking to accommodate at least 28 vehicles during shift changes. The design of Company 3 was initiated in FY20 with construction bidding planned for FY22; Company 12 is planned to follow in the FY23/FY24 time frame. It is the intent of the County to replicate the station designs as much as practical between the two stations to reduce overall facility design cost. Stations will be approximately 12,000 square feet with 3 drive through apparatus bays and include accommodations and support facilities for 24-hour occupancy.

**Consequence of Denial/Inaction:**

Failure to approve this contract to move forward with the design of Fire/Rescue Company 3 and Company 12 will not allow for the fire department to meet its initiatives for the areas to be served by these stations in the future.

**ATTACHMENTS:**

| File Name                                                       | Description                  | Type            |
|-----------------------------------------------------------------|------------------------------|-----------------|
| Contract -<br>_Co._3_ Co._12_Design -<br>_BKV_Group_for_BOS.pdf | Contract - Co. 3 & 12 Design | Contract        |
| Project_Budget_Wrksht_FR1905 -<br>_Co._12.pdf                   | Project Worksheet Co 12      | Backup Material |
| Project_Budget_Wrksht_FR1906 -<br>_Co._3.pdf                    | Project Worksheet Co 3       | Backup Material |

SPOTSYLVANIA COUNTY  
CONTRACT AGREEMENT  
FOR PROFESSIONAL SERVICES  
Contract #20-11-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, BOARMAN KROOS VOGEL GROUP, INC., a Minnesota Corporation, ("CONSULTANT"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

W I T N E S S:

WHEREAS, the COUNTY desires to obtain professional architectural and engineering services for the Fire/Rescue Company 3 and Company 12 design for Spotsylvania County; and

WHEREAS, CONSULTANT desires to provide professional architectural and services for the Fire/Rescue Company 3 and Company 12 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 #20-11-TV between COUNTY and CONSULTANT; and
2. County of Spotsylvania Request for Proposal (RFP) #20-11-TV, Professional Architectural and Engineering Services – Fire/Rescue Company 3 and Company 12 Design, dated February 5, 2020, including Attachment A; and
  3. Addendum #1 to Spotsylvania County RFP #20-11-TV for Professional Architectural and Engineering Services – Fire/Rescue Company 3 and Company 12 Design, dated February 21, 2020; and
  4. Boarman Kroos Vogel Group, Inc. Proposal for Professional Architectural and Engineering Services – Fire/Rescue Company 3 and Company 12 Design, dated March 3, 2020, submitted in response to RFP #20-11-TV; and
  5. Email from Mark Manetti of Boarman Kroos Vogel Group, Inc. to Toni Vaughan, including Fee Proposal Draft dated September 16, 2020; and
  6. Email from Mark Manetti of Boarman Kroos Vogel Group, Inc. to Toni Vaughan, answering questions, dated September 11, 2020; and
  7. Emails from Mark Manetti of Boarman Kroos Vogel Group, Inc. and Bill Vest at Timmons Group to Toni Vaughan, agreeing to an inflation adjustment for Station 12, dated September 21, 2020.

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 Fire/Rescue Company 3 and Company 12 design, for Spotsylvania County as set forth 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 by CONSULTANT. The two stations involved in this project include a replacement for an existing station, and an additional twelfth station. The replacement station will be located in the Partlow area of the county, while the additional station will be located in a manner to serve the Massaponax Church area. Each station should be designed to properly accommodate up to 14 people at a time, working a 24/7 shift, with enough personal vehicle parking to accommodate at least 28 vehicles during shift changes.

2.2. The CONSULTANT shall provide professional architectural and engineering services and shall perform these tasks as delineated in the Contract Documents. The work authorized by the Agreement includes, but is not limited to professional architectural and engineering services for the design, engineering, and construction phases for two (2) new fire stations – Company 3 and Company 12 identified in the County 5-year Capital Improvements Plan. The design of Company 3 was initiated in FY20 with construction bidding planned for FY22; Company 12 is planned to follow in the FY23/FY24 time frame. It is the intent of the County to replicate the station designs as much as practical between the two stations to reduce overall facility design cost. Stations will be approximately 12,000 square feet with 3 drive through apparatus bays and include accommodations and support facilities for 24-hour occupancy.

Proposed architectural and engineering services may also include but not be limited to professional services for planning, design of architectural, civil, structural, mechanical, electrical, heating and air systems, FF&E design, specialized equipment recommendations, surveying, data gathering, geo-technical evaluation, environmental and regulatory compliance review and permitting, wetland delineation, wetland mitigation, drinking water well siting/design, septic system siting/design, statements of probable cost and construction administration/inspection services. The project will be divided into three (3) phases to include Schematic Design/Design Development, Construction Engineering and Documentation, and Construction Phase services.

2.3. 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 and the COUNTY's performance under these Contract Documents is expressly subject to appropriation of funds by the Board of Supervisors.

4.2. The COUNTY agrees to pay fees as delineated in the Boarman Kroos Vogel Group, Inc., Fee Proposal Draft dated September 16, 2020.

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 #20-11-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-contractors 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:  
Jack Boarman, CEO/Chairman  
Boarman Kroos Vogel Group, Inc.  
1054 31<sup>st</sup> Street NW, Suite 410  
Washington, DC 20007

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.





# SPOTSYLVANIA COUNTY

## New Fire/Rescue - Company 12 (Massaponax area)

### Project Budget Worksheet

Project #: FR1905

|                                 | Current Budget<br>(as of Feb. 2, 2021) | Revisions<br>(Feb. 9, 2021) | Revised Balance<br>(Feb. 9, 2021) |
|---------------------------------|----------------------------------------|-----------------------------|-----------------------------------|
| <b><u>Project Costs:</u></b>    |                                        |                             |                                   |
| Design                          | \$565,000                              | (\$565,000)                 | \$0                               |
| Boarman Kroos Vogel Group, Inc. | \$0                                    | \$565,000                   | \$565,000                         |
| <b>Total Project Costs</b>      | <b>\$565,000</b>                       | <b>\$0</b>                  | <b>\$565,000</b>                  |
| <b><u>Project Funding:</u></b>  |                                        |                             |                                   |
| Cash                            | \$565,000                              | \$0                         | \$565,000                         |
| <b>Total Project Funding</b>    | <b>\$565,000</b>                       | <b>\$0</b>                  | <b>\$565,000</b>                  |

Note: The "Current Budget" amount assumes \$315,000 is added to this project as part of the FY 2022 CIP.



## SPOTSYLVANIA COUNTY

**Replace Co. 3 - Partlow**  
**Project Budget Worksheet**  
**Project #: FR1906**

|                                 | <b>Current Budget</b><br>(as of Feb. 2, 2021) | <b>Revisions</b><br>(Feb. 9, 2021) | <b>Revised Balance</b><br>(Feb. 9, 2021) |
|---------------------------------|-----------------------------------------------|------------------------------------|------------------------------------------|
| <b><u>Project Costs:</u></b>    |                                               |                                    |                                          |
| Design                          | \$704,500                                     | (\$704,500)                        | \$0                                      |
| Boarman Kroos Vogel Group, Inc. | \$0                                           | \$704,500                          | \$704,500                                |
| <b>Total Project Costs</b>      | <b>\$704,500</b>                              | <b>\$0</b>                         | <b>\$704,500</b>                         |
| <b><u>Project Funding:</u></b>  |                                               |                                    |                                          |
| Cash                            | \$704,500                                     | \$0                                | \$704,500                                |
| <b>Total Project Funding</b>    | <b>\$704,500</b>                              | <b>\$0</b>                         | <b>\$704,500</b>                         |

Note: The "Current Budget" amount assumes \$233,472 is added to this project as part of the FY 2022 CIP.

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

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**Meeting Date:** February 9, 2021

**Title:** Approval of Contract to Commonwealth Irrigation and Landscape Corporation for Grounds Maintenance Services for County Government Facilities

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**Type:** Action

**Agenda Title:** Approval of Contract to Commonwealth Irrigation and Landscape Corporation for Grounds Maintenance Services for County Government Facilities

**Recommendation:** Approve the award of a contract to Commonwealth Irrigation and Landscape Corporation in the total amount of \$246,394.00 per year for Grounds Maintenance Services for County Government facilities. The contract has been reviewed and approved as to form by the County Attorney's Office.

An Invitation for Bid (IFB) was issued by the Spotsylvania County Procurement Division to solicit bids from qualified contractors for grounds maintenance services for County Government facilities. Eight (8) bids were received for this procurement as follows:

| <b>Summary:</b> | <b>CONTRACTOR</b>                           | <b>TOTAL BID PRICE</b> |
|-----------------|---------------------------------------------|------------------------|
|                 | Greenworld Landscape                        | \$612,050.00           |
|                 | The Davey Tree Expert Company               | \$507,891.97           |
|                 | T&H Gardens, LLC                            | \$304,335.00           |
|                 | Ruppert Landscape                           | \$287,316.93           |
|                 | See Somerville Solutions, LLC               | \$281,901.17           |
|                 | Virginia Landscape Management               | \$273,910.18           |
|                 | Brightview Landscaping                      | \$259,110.00           |
|                 | Commonwealth Irrigation and Landscape Corp. | \$246,394.00           |

**Financial Impact:** Adequate funding is budgeted and appropriated within various user department approved budgets for award of this contract for this purpose.

**Staff Contacts:** Ben Loveday, Assistant County Administrator –  
Community Operations  
Brad Quinn, Procurement Manager

**Legal Counsel:**

Will Moore, Senior Assistant County Attorney

**Additional Background/Other Considerations:**

This contract will cover all General Government, Public/Safety, and Utilities facilities encompassing approximately 85 individual sites. Excluded from this contract are the utilities dam/reservoir sites, which will be awarded under a separate contract that was solicited separately. The level of service for each site is based on the use of the facility, ranging from once a week to every six weeks. The actual services vary from site to site, but include mowing, trimming, edging, fertilization, mulching and pruning.

**Consequence of Denial/Inaction:**

Denial of the contract award will cause significant delays in these services as the Spring lawn/landscape season begins in March.

**ATTACHMENTS:**

| File Name                                                                                     | Description                           | Type     |
|-----------------------------------------------------------------------------------------------|---------------------------------------|----------|
| Contract -<br>_Grounds_Maintenance_Govt_Facilities_-<br>_Commonwealth_Irrigation_for_BOS_.pdf | Contract - Commonwealth<br>Irrigation | Contract |

SPOTSYLVANIA COUNTY  
CONTRACT AGREEMENT  
FOR GOODS AND SERVICES  
Contract #21-06-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, COMMONWEALTH IRRIGATION AND LANDSCAPE CORPORATION, a Virginia Corporation ("CONTRACTOR"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

WITNESS:

WHEREAS, the COUNTY desires to obtain Grounds Maintenance Services for County Government Facilities for Spotsylvania County; and

WHEREAS, CONTRACTOR desires to provide Grounds Maintenance Services for County Government Facilities to Spotsylvania County.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the Contract Documents ("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 either party. These Contract Documents shall be amended only by written instrument signed by both parties. 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 case of conflict between the Contract Documents, or provisions therein, the most exacting performance standard shall be undertaken.

1.2. The Contract Documents consist of:

1. Spotsylvania County Contract Agreement for Goods and Services, #21-06-TV between COUNTY and CONTRACTOR; and
2. County of Spotsylvania Invitation for Bid (IFB) #21-06-TV for Grounds Maintenance Services for County Government Facilities, dated November 20, 2020; including Attachments A, B, C and D; and
3. Addendums to County of Spotsylvania Invitation for Bid (IFB) #21-06-TV for Grounds Maintenance Services for County Government Facilities listed as follows: Addendum #4 to Spotsylvania County IFB #21-06-TV for Grounds Maintenance Services for County Government Facilities, dated December 8, 2020, Addendum #3 to Spotsylvania County IFB #21-06-TV for Grounds Maintenance Services for County Government Facilities, dated December 4, 2020, Addendum #2 to Spotsylvania County IFB #21-06-TV for Grounds Maintenance Services for County Government Facilities, dated December 3, 2020 and Addendum #1 to Spotsylvania County IFB #21-06-TV for Grounds Maintenance Services for County Government Facilities, dated December 2, 2020; and
4. Email from Mike Garrett of Commonwealth Irrigation and Landscape Corporation to Toni Vaughan, dated December 23, 2020 clarifying bid pricing; and
5. REVISED ATTACHMENT B, Bid Form, IFB #21-06-TV, Grounds Maintenance Services for County Government Facilities, submitted by Commonwealth Irrigation and Landscape Corporation, signed and dated on December 14, 2020.

1.3. It is the intent of the Contract Documents to describe a functionally complete and whole understanding to be constructed 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 CONTRACTOR 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. CONTRACTOR shall provide all project management, supervision, labor, materials, tools, equipment, machinery, fuel, insurance, personnel and any additional services necessary to provide grounds maintenance services as specified herein. The County reserves the right to add additional locations as needed throughout the contract period as set forth in the contract documents.

Upon finalization of the contract, the successful bidder shall provide Spotsylvania County a list of all employees/crews working in performance of this contract. All workers' employed by Contractor to provide services for the grounds maintenance contract shall be subject to approval following a VCIN background check by the Spotsylvania County Sheriff's office. The Contractor shall send updated reports to the County when an employee is hired or has terminated their employment. The information shall include, but not limited to, legal name, address, telephone number, social security/driver's license number. This information will be held confidential by the County and used only for conducting background checks on these individuals.

CONTRACTOR agrees by signing this Contract that he has examined the sites for work and has satisfied himself as to existing and probable conditions under which he will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of the Contractor to have examined the work sites.

The CONTRACTOR shall possess and maintain all state and federal licenses as required to perform work under this contract for duration of the contract. The CONTRACTOR shall supply a copy of such license and all subsequent renewals for the full term of the contract to the COUNTY.

2.2. This Agreement shall have an initial term from date of award through December 31, 2022 and may be renewable for five (5) additional one (1) year terms at the option of Spotsylvania County. Prices shall remain fixed during the initial term of the contract. Price increases may be negotiated only at the time of renewal. If Spotsylvania County elects to exercise the option to renew the contract for an additional one-year period, the contract price for the additional one year shall be agreed upon in writing by both parties.

### ARTICLE 3

#### DATES OF COMMENCEMENT

3.1. The date of commencement shall be concurrent with the execution of this Agreement.

3.2. Time is of the essence.

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 or labor conditions. In the case of an industry wide material shortage, the CONTRACTOR shall provide to the COUNTY within 24 hours of CONTRACTOR'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, contractors and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and, 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials. The County, or its authorized representative, must concur that there is an industry-wide shortage of the specific material so identified by CONTRACTOR.

### ARTICLE 4

#### CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. The COUNTY shall pay for services out of appropriated funds and the COUNTY's performance under these Contract Documents is expressly subject to appropriation of funds by the Board of Supervisors.

4.2. The COUNTY agrees to pay fees per year not to exceed Two Hundred Forty-Six Thousand Three Hundred Ninety-Four Dollars (\$246,394.00) for Grounds Maintenance for County Government Facilities. The COUNTY agrees to pay fees at the rates contained in this

provision of the Agreement, in accordance with any requirements and limitations specified, and as follows:

| PRICING SCHEDULE – FOR YEARLY SERVICES |                                                     |                                                         |                     |                    |
|----------------------------------------|-----------------------------------------------------|---------------------------------------------------------|---------------------|--------------------|
| TAX MAP                                | LOCATION/SITE                                       | ADDRESS                                                 | TOTAL ACRES         | TOTAL YEARLY PRICE |
| PART A – GENERAL GOVERNMENT SITES      |                                                     |                                                         |                     |                    |
| 24C-7-14                               | Animal Shelter                                      | 450 TV Drive                                            | 2.1                 | \$2,673.00         |
| 47-A-67                                | Berea Church                                        | 8956 Courthouse Rd.                                     | 1                   | \$2,184.00         |
| 47A-4-A1                               | Capital Construction                                | 8960 Courthouse Rd.                                     | 0.35                | \$1,621.00         |
| 47A-A-2                                | Circuit Court                                       | 9107 Judicial Center Ln.                                | part of 23.18       | \$4,327.00         |
| 47A-A-2                                | County Attorney                                     | 9105 Courthouse Rd.                                     | part of 23.18       | \$1,309.00         |
| 47A-A-2                                | Court Services                                      | 9111 Courthouse Rd.                                     | part of 23.18       | \$663.00           |
| 55-A-7B                                | Fire & Rescue Belmont                               | 7100 Belmont Road                                       | 7.54                | \$10,244.00        |
| 58-A-110A                              | Fire & Rescue Livingston                            | 11700 Volunteer Lane                                    | 4.97                | \$8,984.00         |
| 23-A-71B                               | Fire & Rescue Salem Church Road                     | 5700 General Semmes Road                                | 0.97                | \$2,150.00         |
| 63A-2-A3                               | Fire & Rescue Thornburg                             | 6429 Jefferson Davis Highway                            | 1.17                | \$2,191.00         |
| 9-A-37D                                | Fire & Rescue Wilderness                            | 10501 Orange Plank Road                                 | 13.44               | \$2,412.00         |
| 48-A-4                                 | Fire and Rescue Company 1                           | 7200 Courthouse Commons Blvd.                           | 11.24               | \$13,888.00        |
| 24-6-C & C2                            | Fire and Rescue Company 4                           | 4804 Bancroft Rd.                                       | 5.58                | \$11,230.00        |
| 11-A-28B                               | Fire and Rescue Company 5                           | 6204 Plank Road                                         | 4.93                | \$9,346.00         |
| 22T-33-B                               | Fire and Rescue Company 10                          | 11201 Gordon Rd.                                        | 3                   | \$10,925.00        |
| 37-A-51                                | Fire and Rescue Company 11                          | 9517 Crossroads Parkway                                 | 4.34                | \$8,983.00         |
| 47A-1-1,2,2A,3                         | Holbert Building                                    | 9104 Courthouse Rd.                                     | 2.31                | \$17,626.00        |
| 47A-A-2                                | Judicial Center                                     | 9115 Courthouse Rd.                                     | part of 23.18       | \$7,281.00         |
| 23-A-69C                               | Library (Salem Church)                              | 2607 Salem Church Road                                  | 3.96                | \$7,852.00         |
| 47A-1-1                                | Magistrate's Office                                 | 9102 Courthouse Rd.                                     | 1.16                | \$680.00           |
| 47-A-76A                               | Marshall Center - Main Area in Front of Building(s) | 8800 Courthouse Rd.                                     | 6.2                 | \$7,712.00         |
| 47A-A-4                                | Maupin House/ Shrum Properties                      | 9110 Courthouse Rd.                                     | 0.55                | \$793.00           |
| 47A-A-2                                | Old Courthouse/Old Sheriff's Office                 | 9101 Courthouse Rd.                                     | part of 23.18       | \$3,218.00         |
| 47A-A-2                                | Public Defender's Office                            | 9105 Judicial Center Ln.                                | part of 23.18       | \$566.00           |
| 47A-A-2                                | Public Safety Building                              | 9119 Dean Ridings Ln.                                   | part of 23.18       | \$14,718.00        |
| 49-A-80,82A                            | Tourism Pull-Off Area, Guinea Station Road          | Located North of TM #'s - 49-A-80 & 49-A-82A            | .50                 | \$871.00           |
| 31-A-74A                               | Tourism Pull-Off Area, Todds Tavern (Brock Road)    | 9626 Brock Road                                         | 0.3                 | \$871.00           |
| 35-A-108L                              | Visitor's Center / Registrar                        | 4704 Southpoint Pkwy.                                   | 0.93                | \$3,420.00         |
| 47-A-154                               | Old Voter Registrar                                 | 9106A Courthouse Rd.                                    | part of 14.09       | \$1,907.00         |
|                                        | Courthouse Gateway Sign                             | Intersection of Courthouse Bypass & Courthouse Business |                     | \$843.00           |
| 55-A-7B                                | Conv. Center, Belmont                               | 7102 Belmont Rd.                                        | 1.25                | \$2,499.00         |
| 75-A-37                                | Conv. Center, Berkley                               | 6043 Stanfield Rd.                                      | 0.5 (part of 14.34) | \$763.00           |
| 23-A-50                                | Conv. Center, Chancellor                            | 5917 Harrison Rd.                                       | 4.0 (part of 68.49) | \$8,529.00         |
| 43-A-6B                                | Conv. Center, Chewning Park                         | 13001 Post Oak Rd.                                      | 1.55                | \$682.00           |
| 73-13-9                                | Conv. Center, Cole Hill                             | 5029 Partlow Rd                                         | .25 (part of 26.23) | \$682.00           |

### PRICING SCHEDULE – FOR YEARLY SERVICES

| TAX MAP         | LOCATION/SITE                                  | ADDRESS                    | TOTAL ACRES         | TOTAL YEARLY PRICE |
|-----------------|------------------------------------------------|----------------------------|---------------------|--------------------|
| 36-8-A          | Conv. Center, Lee Hill                         | 9904 Lee Hill Park Rd.     | part of 15.14       | \$681.00           |
| 58-A-130A       | Conv. Center , Livingston                      | 6241 Massey Road           | 3 (part of 769.39)  | \$3,573.00         |
| 47-A-27         | Conv. Center, Marshall Park                    | 7114 Massaponax Church Rd. | 3.06                | \$770.00           |
| 36-4-B,36-A-111 | Conv. Center, Mine Road                        | 4010 Mine Rd.              | 0.5 (part of 2.67)  | \$1,095.00         |
| 45-A-36C        | Conv. Center, Post Oak                         | 10020 Post Oak Rd.         | 0.5 (part of 1.36)  | \$1,095.00         |
| 85-A-19B        | Conv. Center, The Barn                         | 2805 Lewiston Rd.          | 0.25 (part of 1.0)  | \$682.00           |
| 9-A-16          | Conv. Center, Wilderness                       | 10501 Plank Rd.            | 1.5 (part of 13.82) | \$1,996.00         |
| 22-8-C3         | Fire & Rescue Station on Harrison Road         | 7030 Harrison Road         | 0.77                | \$1,432.00         |
| 47-A-76         | Marshall Center - Area in Rear of Building(s)  | 8800 Courthouse Rd.        | 3.83                | \$962.00           |
| 12-A-99         | Fire Academy Training Facility and parking lot | 12901 Trench Hill Lane     | part of 1039.57     | \$5,554.00         |
| 58-A-130A       | Sheriffs Shooting Range at Livingston Landfill | 6241 Massey Rd.            | part of 763.69      | \$1,352.00         |
| 22-A-65         | Gordon Road - Lot 11330, Wheeler               | 11330 Gordon Road          | 1.37                | \$408.00           |
| 22G-7-10        | Gordon Road - Lot 11408, Shifflett             | 11408 Gordon Road          | 0.33                | \$250.00           |
| 22G-7-9         | Gordon Road - Lot 11410, O'Malley              | 11410 Gordon Road          | 0.31                | \$101.00           |
| 22G-7-7         | Gordon Road - Lot 11414, Hjelm                 | 11414 Gordon Road          | 0.32                | \$250.00           |
| 22G-7-1         | Gordon Road - Lot 6901, Runnymede Trail        | 6901 Runnymede Trail       | 0.41                | \$250.00           |
| 23-A-50         | Tower Site, Chancellor                         | 5917 Harrison Rd.          | part of 68.49       | \$113.00           |
| 58-A-130A       | Tower Site, Livingston                         | 6241 Massey Rd.            | part of 763.69      | \$167.00           |
| 9-A-37D         | Radio Tower Site (Co. 7), Wilderness           | 10501 Orange Plank Rd,     | 13.44               | \$115.00           |

**TOTAL OF GENERAL GOVERNMENT SITES – PART A \$195,489.00**

#### PART B – UTILITIES SITES

|              |                                                                                   |                                           |                      |            |
|--------------|-----------------------------------------------------------------------------------|-------------------------------------------|----------------------|------------|
| 23-A-8       | Utilities Administration Office                                                   | 600 Hudgins Road                          | 3.79                 | \$9,328.00 |
| 12-A-99A     | Mott's Barn                                                                       | 13000 Trench Hill Ln.                     | 2 (part of 23.24)    | \$3,807.00 |
| 12-A-99A     | Mott's Run Water Treatment Plant                                                  | 13000 Trench Hill Ln.                     | 5.5 (part of 23.24)  | \$7,337.00 |
| 12-A-99A, 94 | **Mott's Run Water Treatment Plant Outside of Fenced Area and Electrical Easement | 13000 Trench Hill Ln.                     | 10.6 (part of 159.5) | \$2,400.00 |
| 13-A-2A      | **Mott's Raw Water Pump Station and Roadway                                       | 5805 River Rd.                            | 1.02 (part of 3.68)  | \$2,400.00 |
| 33-A-3       | Ni River Water Treatment Plant                                                    | 10516 Gordon Rd.                          | 2.38(part of 515.64) | \$4,025.00 |
| 22-A-156     | Sheraton Hills                                                                    | intersection of Calhoun Dr. & Filmore Dr. | .58                  | \$1,228.00 |
| 22-A-94S     | *Holleybrook Lot - Utilities Easement                                             | <b>*SEE NOTES BELOW*</b>                  | 35.11                | \$765.00   |
| 34-A-39E     | Meter Maintenance Shop, "Little Plant"                                            | 9449 Courthouse Rd                        | .41                  | \$682.00   |
| 35E-3-132A   | Millgarden Subdivision (County owned "green area")                                | Rock Creek Rd. (behind 2105) part of 3.32 | 2                    | \$1,459.00 |

**PRICING SCHEDULE – FOR YEARLY SERVICES**

| <b>TAX MAP</b>                | <b>LOCATION/SITE</b>                              | <b>ADDRESS</b>                                      | <b>TOTAL ACRES</b>   | <b>TOTAL YEARLY PRICE</b> |
|-------------------------------|---------------------------------------------------|-----------------------------------------------------|----------------------|---------------------------|
| 24-6-B1                       | Odor Control Center                               | 10700 Ann Davis Dr.                                 | 0.50                 | \$682.00                  |
| 23H-1-A                       | Pump Station #11                                  | 0 homeowners lot, near 5802 Queen's Mill Circle     | 2.04                 | \$369.00                  |
| 34-A-39D                      | Pump Station #33                                  | 6758 Sparrow Ln.                                    | 9.56                 | \$3,573.00                |
| 47-A-85, 75, 73, 47-3-1, 2, 3 | Pump Station #28 Keswick                          | 8416 Courthouse Rd.                                 | 2.13 (part of 100.4) | \$376.00                  |
| 23K-2-75                      | Pump Station #39                                  | 10816 Bent Tree Dr.                                 | .53                  | \$144.00                  |
| not on tax map                | Route 3 Booster Station                           | 3201-A Plank Rd. , beside Exxon Station             | part of Exxon lot    | \$682.00                  |
| 23-A-56E                      | Tank, Battlefield                                 | 11120 Leavells Rd. (address nearest tank)           | .48                  | \$897.00                  |
| 19B-1-E1                      | Tank, Brock Road                                  | 10201 Brock Rd. (address nearest tank)              | 1.0                  | \$1,508.00                |
| 47A-4-A                       | Tank, Courthouse                                  | 7400 Crestar Dr.                                    | .33                  | \$682.00                  |
| 34-A-56A                      | Tank, Courtland (enter behind football stadium)   | 6701 Smith Station Rd. (address nearest tank)       | part of 97.85        | \$1,921.00                |
| 22-A-123A                     | Tank, Gordon Road                                 | 11815 Gordon Rd. (address nearest tank)             | 1.03                 | \$632.00                  |
| 36-4-B                        | Tank, Mine Road                                   | 4010 Mine Rd.                                       | 0.42 (part of .92)   | \$963.00                  |
| 49-A-101E                     | Tank, Nuline                                      | 4950 Ondura Dr. (address nearest tank)              | .34                  | \$682.00                  |
| 20-A-18A                      | Tank, Saw Hill                                    | 11600 Catharpin Rd.                                 | 0.08 (part of 104.6) | \$1,591.00                |
| 63-A-43D                      | Tank, Thornburg                                   | 5118 Mudd Tavern Rd.                                | 0.33                 | \$848.00                  |
| 22-A-149                      | Tank, Five Mile Fork                              | 11919 Cherry Rd.                                    | 0.23                 | \$600.00                  |
| 23-18-27                      | Pump Station #7                                   | 27 A Carriage Hill Ln.                              | 0.13 (part of 6.83)  | \$177.00                  |
| 21E-5-A                       | Pump Station #22                                  | 519 Stonewall Lane                                  | .35                  | \$177.00                  |
| 49-A-82                       | Pump Station #61                                  | Route 1 at NiRiver, next to 7695 Jeff. Davis Hwy    | .05 (part of 122.24) | \$132.00                  |
| 12-23-13                      | Pump Station #65                                  | 5701 Plank Rd.                                      | 0.38 (part of 31.55) | \$189.00                  |
| 11L-6-P                       | Pump Station #66, The Retreat at Chancellorsville | 7435 Lee's Command Blvd (North of 8117 Burbank Ave) | 0.42 (part of 19.11) | \$649.00                  |

**TOTAL OF UTILITIES SITES – PART B \$50,905.00**

**\*Holleybrook Lot – Utilities Easement**

This is an easement lot and a portion of a Utilities easement that Parks & Recreation was asked to start mowing approximately 15 years ago on the back border of the Holleybrooke subdivision. The access easement lot is located between 11000 & 11914 Cedar Post Lane which Parks and Recreation mows in addition to approximately 30' swath along the rear of the following lots: 11006, 11004, 11002, 11000, 10914, 10912, 10910 Cedar Post Lane and 11003, 11004 & 11005 Holleybrooke Drive.

**\*\*See notes annotated in the specifications in regards to these sites.**

**TOTAL BID PRICE FOR PART A + PART B: \$246,394.00**

4.3. The COUNTY agrees to pay fees for additional grounds maintenance services, not included in 4.2. above, at the rates contained in this provision of the Agreement, in accordance

with any requirements and limitations specified, and as follows:

| PRICING FOR ADDITIONAL SERVICES                                             |                                        |                   |
|-----------------------------------------------------------------------------|----------------------------------------|-------------------|
| Task                                                                        | Unit of Measure                        | Rate For Services |
| Mulching (Double Shredded Hardwood)                                         | Per Cubic Yard Delivered and Installed | \$55.00           |
| Trimming                                                                    | Per Linear Foot                        | \$0.03            |
| Edging                                                                      | Per Linear Foot                        | \$0.55            |
| Mowing (ZeroTURN Or Equivalent)                                             | Per Acre                               | \$88.00           |
| Mowing (Under 40 hp tractor and bush hog)                                   | Per Acre                               | \$65.00           |
| Herbicide Application Round Up (Large areas i.e. gravel parking lots, etc)  | Per 1,000 s.f.                         | \$22.00           |
| Herbicide Spraying (Fence Line and Edging)                                  | Per Linear Foot                        | \$0.50            |
| Fertilizer Application                                                      | Per lb per 1,000 square feet           | \$7.50            |
| Lime Application                                                            | Per lb of Lime per 1,000 square feet   | \$7.00            |
| Overseeding (Fescue Blend at 4lbs/1,000 s.f.)                               | Per 1,000 square feet                  | \$13.00           |
| New Seeding (Fescue Blend at 8 lbs/1,000 s.f. including starter fertilizer) | Per 1,000 square feet                  | \$26.00           |
| Aeration (2 to 3 inches)                                                    | Per 1,000 square feet                  | \$6.50            |
| Leaf Removal                                                                | Per Man-Hour                           | \$55.00           |
| Brown Patch/Fungi Control                                                   | Per 1,000 square feet treated          | \$25.00           |
| Insect Control (Grubs, etc)                                                 | Per 1,000 square feet treated          | \$4.50            |
| Soil Sampling and Testing                                                   | Per Occurrence                         | \$125.00          |
| Pruning and shrub/brush removal                                             | Per Man-Hour                           | \$55.00           |
| Replanting and/or Replacing shrubs/bushes and New Planting/Landscaping      | Per Man-Hour                           | \$55.00           |

4.4. For billing purposes, the sites locations listed in 4.2. above are broken up by Part A and Part B. All sites within each group should be billed as follows:

1. Part A – General Government Sites:

Contractor shall send billing invoices for these sites to:

Parks and Recreation Department

P.O. Box 28

Spotsylvania, VA 22553

2. Part B – Utilities Sites:

Contractor shall send billing invoices for these sites to:

Utilities Department

600 Hudgins Road

Fredericksburg, VA 22408

4.5. Pursuant to Section 2.2-4354 of the Code of Virginia (1950, as amended), the

CONTRACTOR covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR 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 Documents 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 CONTRACTOR under the Agreement;
3. Pay interest, which shall accrue at the rate of one percent per month unless otherwise provided under the terms of the Contract Documents, on all amounts owed by the CONTRACTOR to any subcontractor that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in Section 4.4., subdivision 1 above; 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 CONTRACTOR:

5.1. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its employees, agents, and/or 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 subcontractors or employees, or anyone else for whom CONTRACTOR is or may be

responsible. This section shall survive the termination of this Agreement.

5.2. CONTRACTOR 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. CONTRACTOR 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.

5.3. CONTRACTOR 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 \$500,000 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 CONTRACTOR 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.

5.4. During the performance of this Agreement, CONTRACTOR 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 CONTRACTOR;

2. It will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
  3. 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 CONTRACTOR agrees 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.

5.5. During the performance of this Agreement, the CONTRACTOR agrees to:

1. Provide a drug-free workplace for the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR that the CONTRACTOR maintains a drug-free workplace;
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 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.

5.6. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement.

5.7. Except as noted in the Contract Documents, neither this Agreement, nor any part hereof, may be assigned or subcontracted by CONTRACTOR to any other party without the express written permission of the COUNTY.

5.8. The CONTRACTOR providing goods or services to the COUNTY under these Contract Documents 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;
5. Complying fully with the Virginia Conflict of Interest Act; and
6. Authorized to transact business in the Commonwealth of Virginia.

Pursuant to Section 2.2-4311.2 if the Code of Virginia.

5.9. In the event of a termination under section 6.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed. Under no circumstances shall CONTRACTOR, 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 CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR'S exclusive remedy for a termination hereunder.

5.10. CONTRACTOR agrees that it shall keep confidential all photographs, digital imagery, reports, information, or data given to CONTRACTOR by the COUNTY as well as any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the CONTRACTOR under these Contract Documents. No release of any such data by the CONTRACTOR 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.

5.11. The CONTRACTOR shall not employ any employee who is a registered sex offender and shall enforce the same restriction upon all subcontractors and agents of CONTRACTOR. Prior to starting work and quarterly during performance of the work, the CONTRACTOR shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of CONTRACTOR and sub-contractors who are employed by the CONTRACTOR or sub-Contractor. The CONTRACTOR shall furnish the COUNTY with evidence verifying compliance with the services. Notwithstanding any other provision of this Agreement, materially false statements by the CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR requiring payment for additional costs ("Repayment"). When Repayment is requested, the CONTRACTOR will be removed from future bidding until the Repayment has occurred, and the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR'S source to deliver is not considered to be an unavoidable cause upon which the CONTRACTOR may rely as to a delay in the work to be done under the terms of the Contract Documents, and the burden of proof rests with the CONTRACTOR to prove that any default was not related to CONTRACTOR's, or any subcontractor's or vendor's, acts or failure to act.

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 CONTRACTOR 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 CONTRACTOR is a faith-based organization, then CONTRACTOR 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  
County Administrator  
P.O. Box 99  
Spotsylvania, VA 22553

With a copy to:

Spotsylvania County Attorney  
9105 Courthouse Road  
P.O. Box 308  
Spotsylvania, VA 22553

2. For CONTRACTOR:

Rodney Covington, President  
Commonwealth Irrigation and Landscape Corporation  
9704 Ashley Dawn Ct.  
Fredericksburg, VA 22408

The parties may amend such addresses by written notice to the opposite party at the given address.

7.2. The parties agree that the Contract Documents are 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 state or federal Courts having jurisdiction in or over Spotsylvania County, Virginia. The parties agree that any litigation involving these Contract

Documents 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 CONTRACTOR 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 CONTRACTOR did not offer or receive any kickback from any other bidder or contractor, supplier, 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 CONTRACTOR is not a party to nor has it participated in nor is it 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 its bid proposal is to be performed;
4. The CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR warrants to COUNTY that:

1. The work performed pursuant to these Contract Documents shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth;
2. The CONTRACTOR'S work performed shall be free of defects;
3. Any new materials and equipment furnished under these Contract Documents shall be of good quality and in working condition; and
4. The CONTRACTOR'S work performed shall meet all of the requirements set forth in these Contract Documents.

7.6. Any reports, studies, photographs, negatives, drawings, or other documents prepared by CONTRACTOR in the performance of its obligations under these Contract Documents shall be remitted to the COUNTY by the CONTRACTOR upon completion, termination or cancellation of this Agreement. CONTRACTOR shall not use, willingly allow or cause to have such materials used for any purpose other than performance of CONTRACTOR'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, merger, outright purchase of a majority of the voting capital

stock by another organization, or other change in ownership or status of CONTRACTOR, 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, CONTRACTOR or any newly formed organization, corporation or legal entity. Failure of any sub-contractor to perform shall not relieve CONTRACTOR of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.

7.9. CONTRACTOR 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 and resolved 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.

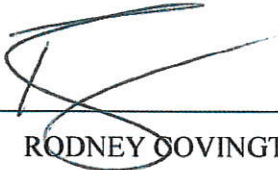
(Remainder of Page Intentionally Left Blank)

WITNESS the following signatures and seals in agreement with the above terms for  
Contract #21-06-TV, Grounds Maintenance for County Government Facilities:

SPOTSYLVANIA COUNTY, VIRGINIA

By: \_\_\_\_\_  
EDWARD PETROVITCH                      Dated  
COUNTY ADMINISTRATOR

COMMONWEALTH IRRIGATION AND LANDSCAPE  
CORPORATION

By:  \_\_\_\_\_ 1-26-2021  
RODNEY COVINGTON                      Dated  
PRESIDENT

Approved as to form:

 \_\_\_\_\_ 1-27-2021  
COUNTY ATTORNEY                      Dated

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

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**Meeting Date:** February 9, 2021

**Title:** Budget Adjustment and Appropriation of the FY 2021  
Virginia Circuit Court Records Preservation Program  
Grant Award

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**Agenda Title:** Budget Adjustment and Appropriation of the FY 2021  
Virginia Circuit Court Records Preservation Program  
Grant Award

**Recommendation:** The Finance Committee, Clerk of the Circuit Court,  
and staff recommend that the Board of Supervisors  
accept the attached budget adjustment and  
appropriations of the FY 2021 Virginia Circuit Court  
Records Preservation Grant Award.

**Summary:** In October 2020, the Clerk of the Circuit Court  
submitted a grant application under the Virginia Circuit  
Court Records Preservation Program. The  
application requested state funds to hire a consultant  
to provide conservation treatment of four volumes.  
This project will provide for preservation of the  
volumes and future protection of the original records.  
The grant will also provide funding for imaging. In  
December, the Clerk of the Circuit Court received  
notification of the grant award in the amount of  
\$13,505 for conservation treatment of the following  
volumes: Deed Book 84, 1914-1915; Land Book,  
1906-1908; Order Book (Part 1) 1738-1749; and Deed  
Book 88, 1917. The Clerk accepted the award on  
December 18, 2020. There is no local match  
requirement and no ongoing costs associated with the  
award.

**Committee/Commission Summary:** Finance Committee

**Review Date:** January 21, 2021

**Status:** Approved

**Staff Contacts:** Christy Jett, Clerk of the Circuit Court;  
Annette D'Alessandro, Grants Manager

**Consequence of Denial/Inaction:**

If the grant funds are not appropriated, then the Clerk of the Circuit Court will forego the opportunity to secure state funding to conserve four volumes.

**ATTACHMENTS:**

| File Name                                   | Description      | Type             |
|---------------------------------------------|------------------|------------------|
| CC21CC_Grant_Award_-_Budget_Adjustment.docx | Budget Amendment | Budget Amendment |
| CC21CC_Award_-_Signed.pdf                   | Signed Award     | Backup Material  |
| CC_Grant_Award-Resolution.doc               | Resolution       | Resolution       |

## FY 2021 Budget Amendment Request Form

**Date:** January 14, 2021

**Department:** Clerk of the Circuit Court

**Contact person:** Angel Mastin

**Phone #:** 540-507-7613

**Explanation of need for budget amendment:** In October 2020, the Clerk of the Circuit Court submitted a grant application under the Virginia Circuit Court Records Preservation Program. The application requested state funds to hire a consultant to provide conservation treatment of four volumes. This project will provide for preservation of the volumes and future protection of the original records. The grant will also provide funding for imaging.

In December, the Clerk of the Circuit Court received notification of the grant award in the amount of \$13,505 for conservation treatment of the following volumes: Deed Book 84, 1914-1915; Land Book 1906-1908; Order Book (Part 1) 1738-1749; and Deed Book 88, 1917. The Clerk accepted the award on December 18, 2020. There is no local match requirement and no ongoing costs associated with the award.

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

| Revenue Accounts Adjusted |                                                   | Amount |               |
|---------------------------|---------------------------------------------------|--------|---------------|
| Acct #                    | 110-0000-324.04-63 (CC21CC) – State Grant Revenue | \$     | 13,505        |
|                           | <b>Total Revenue Adjustment</b>                   | \$     | <b>13,505</b> |

| Expenditure Accounts Adjusted |                                                   | Amount |               |
|-------------------------------|---------------------------------------------------|--------|---------------|
| Acct #                        | 110-2160-412.31-90 (CC21CC) Professional Services | \$     | 13,505        |
|                               | <b>Total Expenditure Adjustment</b>               | \$     | <b>13,505</b> |

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:**

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**County Admin:** ☒ recommended ☐ not-recommended

**Explanation if not recommended:**

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**Finance Committee:** ☒ recommended ☐ not-recommended

**Explanation if not recommended:**

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CCRP GRANTS PROGRAM AWARD CERTIFICATION FORM

Locality: Spotsylvania County

Date of Award: 12/8/2020

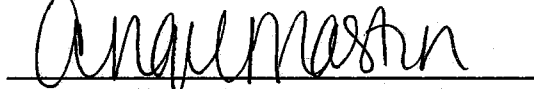
Grant No: 2021FY-58

Amount of Grant Award:  
\$13,505.00

Grant Category: Item Conservation

Amount of Grant Request: \$13,505.00

By signing this document, I agree to the three statements below, as well as the decision of the CCRP Grants Review Board:

  
Signature of Circuit Court Clerk

Angel Martin  
Typed or Printed Name of Circuit Court Clerk

**Statement regarding expenditure of funds:**

I will abide by applicable state and local procurement rules and agree that funds granted under the Virginia Circuit Court Records Preservation Program will be spent only in accordance with the plan of work and budget statement presented in this application, and that any changes in the submitted proposal of work and/or budget will be submitted in writing to the grants office for approval in advance. I understand that grant funds will only be released upon receipt of verification form indicating that the proposal of work has been fully completed. I will ensure that any agreements for goods or services to be paid for with grant funds will be consistent with the project requirements set forth in the CCRP Program Manual.

**Statement regarding archival and records management policies and procedures:**

I agree to comply with all policies and procedures required by the *Code of Virginia*, and the decisions of the Circuit Court Records Preservation Grants Review Board and the Library of Virginia concerning the management, preservation, reproduction, and storage of public records, as well as those pertaining to the official recording of such records in government offices, whether on paper, microfilm, digital image, or any other medium.

**Statement regarding project status and financial expenditure reports:**

I agree to submit program status and financial expenditure reports as required by the Library of Virginia. I also agree to account for all grant funds, to maintain separate financial and programmatic records on this project, and to retain such source documentation as canceled checks, paid bills, payroll, or other accounting documentation, in conjunction with the fiscal office of this locality, that would facilitate an audit. I understand that failure to submit the status and financial reports will result in grant funds not being released and this office becoming ineligible to receive future grant funding, until such time that the delinquent reports have been successfully submitted.

At a meeting of the Spotsylvania County Board of Supervisors held on February 9, 2021, on a motion by Supervisor \_\_\_\_\_ and passed \_\_\_\_\_, the Board adopted the following resolution:

**RESOLUTION NO. 2021-**

**Appropriation of the FY 2021 Virginia Circuit Court Records Preservation Program  
Grant Award**

**WHEREAS**, the Spotsylvania County Clerk of the Circuit Court has received approval for a state grant from the Library of Virginia in the amount of \$13,505 to be utilized by the Clerk of the Circuit Court for conservation treatment of Deed Book 84, 1914-1915; Land Book 1906-1908; Order Book (Part 1) 1738-1749; and Deed Book 88, 1917; and

**WHEREAS**, the Spotsylvania County Clerk of the Circuit Court is not required to provide a local match for the grant award; and

**WHEREAS**, the Spotsylvania County Clerk of the Circuit Court has approved and signed the grant award agreement; and

**WHEREAS**, the Clerk of the Circuit Court and, to the extent required, the County will administer the grant in accordance with the terms as set forth in the grant award agreement; and

**WHEREAS**, the County is acting as fiscal agent for the Spotsylvania County Clerk of the Circuit Court for the purposes of processing the funding of this grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Spotsylvania County Board of Supervisors that since the grant award agreement in the amount of \$13,505 has been accepted by the Clerk of the Circuit Court 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, 2020, for expenditures in the amount of \$13,505 to be utilized by the Spotsylvania County Clerk of the Circuit Court only for conservation treatment of Deed Book 84, 1914-1915; Land Book,

1906-1908; Order Book (Part 1) 1738-1749; and Deed Book 88, 1917, to be expended only by order of the Board of Supervisors as follows:

**GENERAL FUND: \$13,505**

(SEAL)

A COPY TESTE:

---

Aimee R. Mann  
Deputy Clerk to the Board of Supervisors

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

---

**Meeting Date:** February 9, 2021

**Title:** Budget Adjustment and Appropriation of the FY 2021 Virginia Department of Elections Pre-paid Postage for Absentee Ballots for the November 3, 2020 Elections

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**Agenda Title:** Budget Adjustment and Appropriation of the FY 2021 Virginia Department of Elections Pre-paid Postage for Absentee Ballots for the November 3, 2020 Elections

**Recommendation:** The Finance Committee and staff recommend that the Board of Supervisors accept the attached budget adjustment and appropriations of the FY 2021 Virginia Department of Elections pre-paid postage for absentee ballots for the November 3, 2020 elections.

**Summary:** In a special session, the General Assembly provided funds to localities for pre-paid postage on all return envelopes for absentee ballots for the November 3, 2020 elections. Spotsylvania County received \$10,246. There is no local match requirement and no ongoing costs associated with this funding.

**Review Date:** January 21, 2021

**Status:** Approved

**Staff Contacts:** Kellie Acors, Director of Elections and General Registrar;  
Annette D'Alessandro, Grants Manager

**Consequence of Denial/Inaction:** No award documents were issued; therefore, there were no documents to be reviewed by the County Attorney's Office.

**ATTACHMENTS:**

| File Name                                               | Description      | Type             |
|---------------------------------------------------------|------------------|------------------|
| Election_Office_Shared_Expense_-_Budget_Adjustment.docx | Budget Amendment | Budget Amendment |
| Office_Of_Elections_Resolution.doc                      | Resolution       | Resolution       |

## FY 2021 Budget Amendment Request Form

**Date:** January 19, 2021

**Department:** Elections Office

**Contact person:** Kellie Acors

**Phone #:** 540-507-7380

**Explanation of need for budget amendment:** In a special session, the General Assembly provided funds to localities for pre-paid postage on all return envelopes for absentee ballots for the November 3, 2020 elections. Spotsylvania County received \$10,246. There is no local match requirement and no ongoing costs associated with this funding.

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

| Revenue Accounts Adjusted |                                                                           | Amount |               |
|---------------------------|---------------------------------------------------------------------------|--------|---------------|
| Acct #                    | 110-0000-323.06-00 – Shared Exps<br>Categorical/Registrar/Electoral Board | \$     | 10,246        |
|                           | <b>Total Revenue Adjustment</b>                                           | \$     | <b>10,246</b> |

| Expenditure Accounts Adjusted |                                     | Amount |               |
|-------------------------------|-------------------------------------|--------|---------------|
| Acct #                        | 110-1320-406-52-10 Postage          | \$     | 10,246        |
|                               | <b>Total Expenditure Adjustment</b> | \$     | <b>10,246</b> |

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:**

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**Finance Committee:** ☒ recommended ☐ not-recommended

**Explanation if not recommended:**

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At a meeting of the Spotsylvania County Board of Supervisors held on February 9, 2021, on a motion by Supervisor \_\_\_\_\_ and passed \_\_\_\_\_, the Board adopted the following resolution:

**RESOLUTION NO. 2021-**

**Appropriation of the FY Virginia Department of Elections Pre-Paid Postage for Absentee Ballots for the November 3, 2020 Elections**

**WHEREAS**, the Spotsylvania County Department of Elections has received additional state funds in the amount of \$10,246 to be utilized for pre-paid postage for absentee ballots for the November 3, 2020 elections; and

**WHEREAS**, Spotsylvania County is not required to provide a local match for this funding.

**NOW, THEREFORE, 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, 2020, for expenditures in the amount of \$10,246 to be utilized by the Elections Office for pre-paid postage for, absentee ballots for the November 3, 2020 elections to be expended only by order of the Board of Supervisors as follows:

**GENERAL FUND: \$10,246**

(SEAL)

A COPY TESTE:

\_\_\_\_\_  
Aimee R. Mann  
Deputy Clerk to the Board of Supervisors

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

---

**Meeting Date:** February 9, 2021

**Title:** Capital Projects Budget Adjustments

---

**Type:** Action, Appropriation

**Agenda Title:** Capital Projects Budget Adjustments

**Recommendation:** Staff recommends that the Board of Supervisors approve the budget adjustments listed below and the appropriations attached.

Staff is requesting that transfers and appropriations be approved as follows:

*General Capital Projects*

Adjustments to general capital projects are requested as follows:

- Several projects are now complete and the balances are requested to be brought to \$0 for return of a total of \$50,802 to the Capital Projects Fund balance:
  - \$4,419 from the FY 2020 Fire & Rescue Replacement Vehicles project;
  - \$9,587 from the Time Management & Attendance project;
  - \$333 from the FY 2020 Facilities Management Replacement Vehicles project;
  - \$287 from the FY 2020 In-Car Camera Replacement project;
  - \$36,176 from the Well Replacement at 2 Community Centers project;
- Information Services has reviewed the budget for the County Website Interfaces project and has determined that \$67,570 is available for permanent reduction from the project. This adjustment shifts the \$67,570 back to the Capital Projects Fund balance.

- The FY 2018 Sheriff PSAP Grant has met the grant objectives to assist with the cost of implementing Text to 911 and has been submitted for closure. Unspent budgeted capital grant funds of \$4,167 are requested to be de-appropriated.

### Utilities Capital Projects

Adjustments to Utilities capital projects are requested as follows:

#### **Summary:**

- The Replacement Equipment – Heavy Vehicles project is now complete and the balance is requested to be brought to \$0 for return of a total of \$79,347 to the Utilities Capital Projects Fund balance.
- Utilities staff identified a need for a new static mixer for the completed Ni River WTP. Staff is requesting a shift of funding totaling \$200,000 from two projects, \$100,000 from the Flow Metering project and \$100,000 from the Manhole Rehabilitation project, to fund the new Ni River WTP Mixer Replacement project.
- In September 2020, a \$3.5 million donation received from sPower was applied to planned 531 Zone (Fawn Lake) water distribution improvement projects. In light of this donation, Utilities staff evaluated projects and requests a reallocation to shift local funding to other critical projects. These adjustments net to a \$0 change in the overall Utilities Capital Projects Fund budget and appropriation. New and existing projects to which funding is allocated are identified below:
  - \$253,181 is allocated to the Lake Bottom – Eliminate PS 25 project from the Lake Bottom Waterline project;
  - \$1,546,275 is allocated to a new Lake Bottom Booster Station project with \$808,127 from the Lake Bottom Waterline project and \$738,148 from the Brock 16" Waterline Extension project;
  - \$57,339 is allocated to a new Wishner Waterline project from the Wishner Pump Station/Force Main project;
  - \$155,000 is allocated to a new Robin Lane 2" Waterline project with \$100,000

from the Grantwood Acres Interceptor project and \$55,000 from the Waverly 2” Upgrade project.

**Committee/Commission Summary:**

Finance Committee

**Review Date:**

January 21, 2021

**Status:**

Approved

**Financial Impact:**

Please see the attached budget amendment.

**Staff Contacts:**

Bonnie Jewell, Assistant County Administrator for Finance & Services

Barbara Verhaalen, Budget Analyst

**Consequence of Denial/Inaction:**

Budgeted project expenditures, funding sources, and appropriations will be out of line with current project cost and funding expectations.

**ATTACHMENTS:**

| File Name                                             | Description       | Type             |
|-------------------------------------------------------|-------------------|------------------|
| Capital_Projects_Adjustments_-_Budget_Adjustments.pdf | Budget Adjustment | Budget Amendment |
| Capital_Projects_Adjustments_-_Appropriation.doc      | Appropriation     | Appropriation    |

# Capital Projects Budget Adjustments

## CAPITAL PROJECTS FUND

| Project #                                  | Project Description | Account            | Account Description | Adjustment        |
|--------------------------------------------|---------------------|--------------------|---------------------|-------------------|
| <b>Revenue</b>                             |                     |                    |                     |                   |
|                                            | Use of Fund Balance | 310-0000-341.05-01 | Use of Fund Balance | -\$118,372        |
|                                            | Grant Revenues      | 310-0000-324-04-13 | Grant revenues      | -\$4,167          |
| <b>CAPITAL PROJECTS FUND REVENUE TOTAL</b> |                     |                    |                     | <b>-\$122,539</b> |

| Project #                                       | Project Description                               | Account            | Account Description        | Adjustment        |
|-------------------------------------------------|---------------------------------------------------|--------------------|----------------------------|-------------------|
| <b>Expenditures</b>                             |                                                   |                    |                            |                   |
| FR2001                                          | FY 2020 Replacement Vehicles - Fire & Rescue      | 310-9130-802.80-05 | Motor Vehicles & Equipment | -\$4,419          |
| GP0803                                          | County Website Interfaces                         | 310-9120-802.39-10 | Software Applications      | -\$67,570         |
| GP1409                                          | Time Management & Attendance                      | 310-9120-802.39-10 | Software Applications      | -\$9,587          |
| GP2004                                          | FY 2020 Replacement Vehicles - Facilities Manager | 310-9120-802.80-05 | Motor Vehicles & Equipment | -\$333            |
| GP2007                                          | FY 2020 In-Car Camera Replacement                 | 310-9120-802.80-01 | Machinery & Equipment      | -\$287            |
| PR2003                                          | Well Replacement at 2 Community Centers           | 310-9150-802.89-03 | Construction               | -\$36,176         |
| SH19PS                                          | FY 2018 Sheriff PSAP Grant                        | 310-9120-803.39-10 | Software Applications      | -\$4,167          |
| <b>CAPITAL PROJECTS FUND EXPENDITURES TOTAL</b> |                                                   |                    |                            | <b>-\$122,539</b> |

## UTILITIES CAPITAL PROJECTS FUND

|                                                      |                     |                    |                     |                  |
|------------------------------------------------------|---------------------|--------------------|---------------------|------------------|
| <b>Revenue</b>                                       |                     |                    |                     |                  |
|                                                      | Use of Fund Balance | 520-0000-341-05-01 | Use of Fund Balance | -\$79,347        |
| <b>UTILITIES CAPITAL PROJECTS FUND REVENUE TOTAL</b> |                     |                    |                     | <b>-\$79,347</b> |

| Project #                                                 | Project Description                    | Account            | Account Description        | Adjustment       |
|-----------------------------------------------------------|----------------------------------------|--------------------|----------------------------|------------------|
| <b>Expenditures</b>                                       |                                        |                    |                            |                  |
| SR1901                                                    | Replacement Equipment - Heavy Vehicles | 520-9180-802.80-05 | Motor Vehicles & Equipment | -\$79,347        |
| SR1808                                                    | Flow Metering                          | 520-9180-802-80-01 | Machinery & Equipment      | -\$100,000       |
| GN1402                                                    | Manhole Rehabilitation                 | 520-9190-802-89-03 | Construction               | -\$100,000       |
| WT2103                                                    | Ni River WTP Mixer Replacement         | 520-9170-802.89-03 | Construction               | \$200,000        |
| WT1118                                                    | Lake Bottom Waterline                  | 520-9170-802-89-03 | Construction               | -\$253,181       |
| SR1107                                                    | Lake Bottom Eliminate PS 25            | 520-9180-802-89-03 | Construction               | \$253,181        |
| WT1118                                                    | Lake Bottom Waterline                  | 520-9170-802-89-03 | Construction               | -\$808,127       |
| WT1201                                                    | Brock 16" Waterline Extension          | 520-9170-802-89-03 | Construction               | -\$738,148       |
| New                                                       | Lake Bottom Booster Station            | 520-9170-802-89-03 | Construction               | \$1,546,275      |
| SR2004                                                    | Wishner PS/FM                          | 520-9180-802-89-02 | Design                     | -\$57,339        |
| New                                                       | Wishner Waterline                      | 520-9170-802-89-03 | Construction               | \$57,339         |
| SR2005                                                    | Grantwood Acres Interceptor            | 520-9180-802-89-02 | Design                     | -\$100,000       |
| WT2101                                                    | Waverly Village 2" Upgrade             | 520-9170-802-89-02 | Design                     | -\$55,000        |
| New                                                       | Robin Lane 2" Waterline                | 520-9170-802-89-03 | Construction               | \$155,000        |
| <b>UTILITIES CAPITAL PROJECTS FUND EXPENDITURES TOTAL</b> |                                        |                    |                            | <b>-\$79,347</b> |

### 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 2021 APPROPRIATION**

**Board of Supervisors**

**January 12, 2021**

**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, 2020, 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: (\$122,539)**

**UTILITIES CAPITAL PROJECTS FUND: (\$79,347)**

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

---

**Meeting Date:** February 9, 2021

**Title:** Budget Amendment from Contingency for ESRI  
Redistricting Software

---

**Type:** Action

**Agenda Title:** Budget Amendment from Contingency for ESRI  
Redistricting Software

**Recommendation:** Staff recommends approval of the attached budget adjustment to allow for the purchase of software needed for the upcoming redistricting process.

**Non-Staff Name and Title of Presenters:** ESRI's Redistricting Software is a cloud based solution which provides comprehensive tools for plan creation, management, visualization, editing, and collaboration. This software was chosen because it is modernized, scalable and integrates with the County's ArcGIS platform.

**Summary:** ESRI's Redistricting Software is a cloud based solution which provides comprehensive tools for plan creation, management, visualization, editing, and collaboration. This software was chosen because it is based on the modernized, scalable and stable platform of ArcGIS Online. ArcGIS Online allows staff to meet the dynamic needs of the organization ranging from easy to use tools, more tools than the competitors, and ability to present data in several different formats with ease. The County is receiving at 50% discount on this software since the county has an enterprise level agreement with ESRI. This software was not budgeted for in FY 2021, so staff is requesting that \$6,750 be allocated by the Board from the contingency to allow this purchase.

**Financial Impact:** Total cost is \$6,750 for the software and related licenses. This software was not budgeted for in FY 2021, so staff is requesting that \$6,750 be allocated by the Board from the contingency to allow this purchase.

Jane Reeve - CIO

**Staff Contacts:**

Richard Maidenbaum - Deputy CIO

**Legal Counsel:**

N/A

**Additional Background/Other Considerations:**

This software package will integrate with IS/GIS current ESRI infrastructure and related tools very easily.

**Consequence of Denial/Inaction:**

Without this budget adjustment and software purchase, we would be unable to carry out the mandatory redistricting without this tool, which could effect upcoming elections in a negative way without the proper detailing of the districts.

**Talking Points:**

ESRI's Redistricting Software is a cloud based solution which provides comprehensive tools for plan creation, management, visualization, editing, and collaboration. This software was chosen because it is modernized, scalable and integrates with the County's ArcGIS platform.

**ATTACHMENTS:**

| File Name                                                    | Description                                             | Type      |
|--------------------------------------------------------------|---------------------------------------------------------|-----------|
| Budget_Amendment_Form_-_redistricting_software_02052021.docx | Budget Amendment Request<br>ESRI Redistricting Software | Agreement |

# FY 2021 Budget Amendment Request Form

**Date:** 1/28/2021

**Department:** Information Services

**Contact person:** Richard Maidenbaum      **Phone #:** 540 507 7708

**Explanation of need for budget amendment:** The ESRI redistricting software is necessary to carryover the upcoming mandatory redistricting process. This software was not requested and not included in the FY 2021 Budget and staff requests that \$6,750 be allocated by the Board from the contingency to fund this need.

**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 #                        | 110-1251-405-3910 – Software Applications | \$     | 6,750  |
| Acct #                        | 110-9110-491-5901 - Contingency           | \$     | -6,750 |
|                               |                                           |        |        |
|                               |                                           |        |        |
|                               |                                           |        |        |
|                               | 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  
Board of Supervisors Agenda  
Executive Summary**

---

**Meeting Date:** February 9, 2021

**Title:** Grant Application Request and Authorized  
Organizational Representatives for the FFY 2020  
Assistance to Firefighters Grant Program

---

**Type:** Action, Resolution

**Agenda Title:** Grant Application Request and Authorized  
Organizational Representatives for the FFY 2020  
Assistance to Firefighters Grant Program

**Recommendation:** The Finance Committee and staff recommend that the Board of Supervisors approve the request to submit a grant application under the Federal Fiscal Year (FFY) 2020 Assistance to Firefighters Grant (AFG) Program to seek federal funding to purchase a multifunctional decontamination, rehabilitation, air supply, and lighting vehicle.

The Department of Homeland Security's (DHS) FFY 2020 Assistance to Firefighters Grant (AFG) Program provides financial assistance to enhance the safety of the public and firefighters regarding fire and fire-related hazards. Applications can be submitted under three program areas to include: Operations and Safety, Vehicle Acquisition, and Regional Projects. Grants will be awarded on the basis of need through a competitive, peer-reviewed process. Awarded grants will have a 24-month period of performance. Grant funds cannot be used to supplant, but must instead supplement local funds. The deadline for submission of grant applications is February 12, 2021.

If approved by the Board of Supervisors, Fire, Rescue and Emergency Management (FREM) will submit a grant application seeking federal funds in the amount of \$526,763 to purchase a multifunctional vehicle that will assist in:

·Decontamination of firefighters, turnout gear, self-contained breathing apparatus (SCBA), and other

equipment before they are returned to the apparatus thereby leaving hazardous materials at the scene of the incident versus transporting these materials back to the station;

·Rehabilitation of firefighters following strenuous emergency service delivery and training to allow for medical monitoring, relief from environmental conditions, caloric and electrolyte replacement, rehydration, cooling or warming as needed, and rest and recovery facilities;

·Air supply to refill cylinders for SCBA and self-contained underwater breathing apparatus (SCUBA) through the use of on-board air compressors; and

·Lighting to aid in scene illumination via a roof mounted light bank powered through an on-board diesel generator.

**Summary:**

If the application is awarded and accepted by the Board of Supervisors, the County would then be required to provide a ten percent (10%) local match of the amount awarded or \$52,676 for a total project cost of \$579,439. The local match would come from FREM's Aid to Locality funding and/or from FREM's Adopted Budget.

The useful life of the vehicle is anticipated to be at least 15 years, and because it will be needed at calls where personnel are required to be on the scene for a lengthy period of time (likely several hundred calls per year) as opposed to every call, may experience a useful life in excess of 15 years.

This vehicle would be housed at Company 1 in the Courthouse area – a central location – because the intention is for this vehicle to respond to incidents across the County and regionally to support mutual aid efforts. There is no expectation or recommendation that each of the 11 stations around the County has its own dedicated unit of this type. Additional staff is not needed to serve on this unit. Instead, the unit is envisioned for use by existing career staff, volunteers, and/or auxiliary members when it is needed at an incident.

**Committee/Commission Summary:**

Finance Committee

**Review Date:**

January 21, 2021

**Status:**

Approved

There is no immediate financial impact at this time as this is a request to submit a grant application. If the

**Financial Impact:**

application is approved, the award would need to be reviewed and approved by County Administration, the County Attorney's Office, and the Finance Committee, before being presented to the Board of Supervisors for their action.

**Staff Contacts:**

Chief Jay Cullinan, FREM

Deputy Chief Jason Irby, FREM  
Support Services

Deputy Chief Steven Cooper, FREM  
Operations

Annette D'Alessandro, Grants  
Manager

**Consequence of Denial/Inaction:**

If this request is denied, the County will forego the ability to potentially obtain federal funds to purchase a multifunctional decontamination, rehabilitation, air supply, and lighting vehicle.

**ATTACHMENTS:**

| File Name                                                               | Description                                                        | Type       |
|-------------------------------------------------------------------------|--------------------------------------------------------------------|------------|
| FFY20_AFG_for_Multi-Purpose_Rescue_Vehicle_-_Resolution.docx            | FFY20 AFG for Multi-Purpose Rescue Vehicle- Resolution             | Resolution |
| FFY20_AFG_for_Multi-Purpose_Rescue_Vehicle_-_Application_Components.pdf | FFY20 AFG for Multi-Purpose Rescue Vehicle- Application Components | Exhibit    |

At a meeting of the Spotsylvania County Board of Supervisors held on February 9, 2021, on a motion by \_\_\_\_\_ and passed \_\_\_\_\_, the Board adopted the following resolution:

**RESOLUTION NO. 2021-**

**Approving Grant Application Request and Designation of Authorized Organizational  
Representatives in the Submission of the FFY 2020 Assistance to Firefighters Grant Application**

**WHEREAS**, the Department of Homeland Security's Assistance to Firefighters Grant Program provides financial assistance to enhance the safety of the public and firefighters regarding fire and fire-related hazards; and

**WHEREAS**, the Spotsylvania County Department of Fire, Rescue, and Emergency Management wishes to submit a grant application seeking federal funds in order to purchase a multifunctional decontamination, rehabilitation, air supply, and lighting vehicle; and

**WHEREAS**, the multifunctional decontamination, rehabilitation, air supply, and lighting vehicle will comply with the associated National Fire Protection Association standards.

**NOW, THEREFORE, BE IT RESOLVED** by the Spotsylvania County Board of Supervisors, that the grant application request is approved and has the support of the Board of Supervisors; 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 submission and administration of the grant application: Edward Petrovitch, County Administrator; Mark Cole, Deputy County Administrator; Bonnie Jewell, Assistant County Administrator for Finance and Services; Jay Cullinan, Fire Chief; and Annette D'Alessandro, Grants Manager.

(SEAL)

A COPY TESTE: \_\_\_\_\_

Aimee R. Mann

Deputy Clerk to the Board of Supervisors

# FY20 Assistance to Firefighters Grants Application Checklist

Completing this checklist will help you prepare your AFG grant application. Collecting this information beforehand will reduce the time and energy needed to complete your application when the next grant cycle opens.

**AFG Application Checklist Table 1: Department Characteristics I**

| Department Characteristics I                                                                                                                           |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Is your System for Award Management (SAM) registration current?                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| What is the expiration date for your SAM registration?                                                                                                 |                                                          |
| Dun & Bradstreet Number?                                                                                                                               |                                                          |
| Have you registered in FEMA GO?                                                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Search the SAM.gov website to confirm this DUNS Number matches your SAM.gov registration. You will also find your expiration date through this search. |                                                          |
| Square mileage of first-due response area?                                                                                                             | Sq mi                                                    |
| Percentage of first-due area covered by hydrants?                                                                                                      | %                                                        |
| Critical infrastructure protected?                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Percentage of land used for:                                                                                                                           |                                                          |
| ▪ Agriculture, wild land, open                                                                                                                         | %                                                        |
| ▪ Commercial/Industrial                                                                                                                                | %                                                        |
| ▪ Residential                                                                                                                                          | %                                                        |
| Permanent resident population of first-due response area?                                                                                              | #                                                        |
| Do you have a seasonal increase in population?                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ▪ If yes, how much is the increase?                                                                                                                    | #                                                        |
| Are you compliant with the National Incident Management System?                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| What is your FDIN/FDID number?                                                                                                                         | #                                                        |



# FEMA

| Department Characteristics I                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is your department currently reporting to NFIRS?               | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Number of active firefighters who perform firefighting duties? | #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| How many of your active firefighters are trained to FF1?       | #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| How many of your active firefighters are trained to FF2?       | #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| What services does your organization provide?                  | <input type="checkbox"/> Structural Fire Suppression<br><input type="checkbox"/> Hazmat Operational Level<br><input type="checkbox"/> Basic Life Support<br><input type="checkbox"/> Airport Rescue Firefighting<br><input type="checkbox"/> Rescue Operational Level<br><input type="checkbox"/> Maritime<br>Operations/Firefighting<br><input type="checkbox"/> Emergency Medical Responder<br><input type="checkbox"/> Wildland Fire Suppression<br><input type="checkbox"/> Haz-Mat Technical Level<br><input type="checkbox"/> Advanced Life Support<br><input type="checkbox"/> Occasional Fire Prevention<br><input type="checkbox"/> Rescue Technical Level<br>Program<br><input type="checkbox"/> Community Paramedic |

**AFG Application Checklist Table 2: Department Characteristics II**

| Department Characteristics II                                                                               | 2019 | 2018 | 2017 |
|-------------------------------------------------------------------------------------------------------------|------|------|------|
| Number of fire-related civilian fatalities in your first-due jurisdiction for each of the past three years? |      |      |      |
| Number of fire-related civilian injuries in your first-due jurisdiction for each of the past three years?   |      |      |      |
| Number of on-duty member fatalities in your jurisdiction for each of the past three years?                  |      |      |      |
| Number of on-duty member injuries in your jurisdiction for each of the past three years?                    |      |      |      |
| Your average operating budget for the past three years? (whole dollars)                                     | \$   | \$   | \$   |

| Department Characteristics II                                                                                                                                                                                                                                                                                           | 2019                                                     | 2018 | 2017 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------|------|
| How much of your total budget is dedicated to personnel cost?                                                                                                                                                                                                                                                           | %                                                        |      |      |
| Does your department have any rainy-day reserves, emergency funds or capital outlay?                                                                                                                                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |      |      |
| ▪ If yes, what is that amount set aside?                                                                                                                                                                                                                                                                                |                                                          |      |      |
| The percentage of your budget derived from: (whole percentage)                                                                                                                                                                                                                                                          |                                                          |      |      |
| ▪ Taxes                                                                                                                                                                                                                                                                                                                 | %                                                        | %    | %    |
| ▪ Bond issues                                                                                                                                                                                                                                                                                                           | %                                                        | %    | %    |
| ▪ EMS billing                                                                                                                                                                                                                                                                                                           | %                                                        | %    | %    |
| ▪ Grants                                                                                                                                                                                                                                                                                                                | %                                                        | %    | %    |
| ▪ Donations                                                                                                                                                                                                                                                                                                             | %                                                        | %    | %    |
| ▪ Fund drives                                                                                                                                                                                                                                                                                                           | %                                                        | %    | %    |
| ▪ Fee for service                                                                                                                                                                                                                                                                                                       | %                                                        | %    | %    |
| <b>Total percentage must equal 100%</b><br><i>Use the information above in your financial narrative. It is important that your application remain consistent throughout. When breaking down the budget, be sure to account for all funding received.</i><br><i>(Budget breakdown should account for 100% of budget)</i> |                                                          |      |      |

### AFG Application Checklist Table 3: Vehicle Inventory

| Vehicle Inventory<br>List the number of: | Front Line | Reserve | Seated Positions |
|------------------------------------------|------------|---------|------------------|
| ▪ Engines or Pumps                       |            |         |                  |
| ▪ Ambulances                             |            |         |                  |
| ▪ Tankers or Tenders                     |            |         |                  |
| ▪ Aerial Apparatus                       |            |         |                  |
| ▪ Brush/Quick Attack                     |            |         |                  |
| ▪ Rescue Vehicles                        |            |         |                  |
| ▪ Additional Vehicles                    |            |         |                  |
| ▪ Quints                                 |            |         |                  |
| <b>Total</b>                             |            |         |                  |

**AFG Application Checklist Table 4: Call Volumes**

| Call Volumes                                                                                                                                                                           | 2019 | 2018 | 2017 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| <b>Call Volume for Emergency Medical Service</b><br><i>How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)</i> |      |      |      |
| ▪ Fires                                                                                                                                                                                |      |      |      |
| ▪ EMS-BLS Calls                                                                                                                                                                        |      |      |      |
| ▪ EMS-ALS Calls                                                                                                                                                                        |      |      |      |
| ▪ EMS-BLS Scheduled Transports                                                                                                                                                         |      |      |      |
| ▪ EMS-ALS Scheduled Transports                                                                                                                                                         |      |      |      |
| ▪ Vehicle Extrications                                                                                                                                                                 |      |      |      |
| ▪ Community Paramedic Calls                                                                                                                                                            |      |      |      |
| ▪ Other Rescue                                                                                                                                                                         |      |      |      |
| ▪ Hazardous Condition/Materials Calls                                                                                                                                                  |      |      |      |
| <b>Total</b>                                                                                                                                                                           |      |      |      |
| <b>Call Volume for Emergency Medical Service</b><br><i>How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)</i> |      |      |      |
| ▪ Total calls requiring transport, exclusive of scheduled transport\declared above                                                                                                     |      |      |      |
| ▪ All other calls and incidents not declared above, including fire, good-intent, etc.                                                                                                  |      |      |      |
| <b>Total</b>                                                                                                                                                                           |      |      |      |
| <b>Call Volume for Fire Department</b><br><i>How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)</i>           |      |      |      |
| ▪ Fires - NFIRS Series 100                                                                                                                                                             |      |      |      |
| ▪ Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200                                                                                                               |      |      |      |
| ▪ Rescue & Emergency Medical Service Incident - NFIRS Series 300                                                                                                                       |      |      |      |
| ▪ Hazardous Condition (No Fire) - NFIRS Series 400                                                                                                                                     |      |      |      |
| ▪ Service Call - NFIRS Series 500                                                                                                                                                      |      |      |      |

| Call Volumes                                                                                                                       | 2019 | 2018 | 2017 |
|------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| ▪ Good Intent Call - NFIRS Series 600                                                                                              |      |      |      |
| ▪ False Alarm & False Call - NFIRS Series 700                                                                                      |      |      |      |
| ▪ Severe Weather & Natural Disaster - NFIRS Series 800                                                                             |      |      |      |
| ▪ Special Incident Type - NFIRS Series 900                                                                                         |      |      |      |
| <b>Total</b>                                                                                                                       |      |      |      |
| <b>Call Volume for Fires</b>                                                                                                       |      |      |      |
| <i>How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)</i> |      |      |      |
| ▪ Of the NFIRS Series 100 calls, how many are “Structure Fires” (NFIRS Codes 111-120)                                              |      |      |      |
| ▪ Of the NFIRS Series 100 calls, how many are “Vehicle Fires” (NFIRS Codes 130-138)                                                |      |      |      |
| ▪ Of the NFIRS Series 100 calls, how many are “Vegetation Fires” (NFIRS Codes 140-143)                                             |      |      |      |
| ▪ What is the total acreage of all vegetation fires?                                                                               |      |      |      |
| <b>Total</b>                                                                                                                       |      |      |      |
| <b>Call Volume for Rescue and Emergency Medical Service Incidents</b>                                                              |      |      |      |
| <i>How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)</i> |      |      |      |
| ▪ Of the NFIRS Series 300 calls, how many are “Motor Vehicle Accidents” (NFIRS Codes 322-324)                                      |      |      |      |
| ▪ Of the NFIRS Series 300 calls, how many are “Extrications from Vehicles” (NFIRS Code 352)                                        |      |      |      |
| ▪ Of the NFIRS Series 300 calls, how many are “Rescues” (NFIRS Codes 300, 351, 353-381)                                            |      |      |      |
| ▪ EMS-BLS Response Calls                                                                                                           |      |      |      |
| ▪ EMS-ALS Response Calls                                                                                                           |      |      |      |
| ▪ EMS-BLS Scheduled Transports                                                                                                     |      |      |      |
| ▪ EMS-ALS Scheduled Transports                                                                                                     |      |      |      |
| ▪ Community Paramedic Response Calls                                                                                               |      |      |      |
| <b>Total</b>                                                                                                                       |      |      |      |

| Call Volumes                                                                                                                                                                          | 2019 | 2018 | 2017 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| <b>Call Volume for Mutual and Automatic Aid</b><br><i>How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)</i> |      |      |      |
| ▪ Received Mutual Aid                                                                                                                                                                 |      |      |      |
| ▪ Received Automatic Aid                                                                                                                                                              |      |      |      |
| ▪ Provided Mutual Aid                                                                                                                                                                 |      |      |      |
| ▪ Provided Automatic Aid                                                                                                                                                              |      |      |      |
| ▪ Of the Mutual and Automatic Aid responses, how many were structure fires?                                                                                                           |      |      |      |
| <b>Total</b>                                                                                                                                                                          |      |      |      |

**AFG Application Checklist Table 5: Equipment Inventory**

| Equipment Inventory                                                                         |           |            |
|---------------------------------------------------------------------------------------------|-----------|------------|
|                                                                                             | Years Old | # of items |
| If you are requesting PPE (any PPE other than SCBA), what is the ages of your PPE in years? | 1         |            |
|                                                                                             | 2         |            |
|                                                                                             | 3         |            |
|                                                                                             | 4         |            |
|                                                                                             | 5         |            |
|                                                                                             | 6         |            |
|                                                                                             | 7         |            |
|                                                                                             | 8         |            |
|                                                                                             | 9         |            |
|                                                                                             | 10        |            |
|                                                                                             | 11        |            |
|                                                                                             | 12        |            |
|                                                                                             | 13        |            |
|                                                                                             | 14        |            |

| Equipment Inventory                                                                                    |                   |                 |                   |                        |                 |                   |
|--------------------------------------------------------------------------------------------------------|-------------------|-----------------|-------------------|------------------------|-----------------|-------------------|
|                                                                                                        |                   |                 |                   | 15                     |                 |                   |
|                                                                                                        |                   |                 |                   | 16                     |                 |                   |
| <b>Number of Members Without PPE</b><br><i>Combined total should equal total PPE in your inventory</i> |                   |                 |                   |                        |                 |                   |
| If you are requesting SCBA, to which edition(s) of the NFPA standard are your SCBA compliant?          |                   |                 |                   |                        |                 |                   |
| Years                                                                                                  | Current Inventory |                 |                   | Edition Being Replaced |                 |                   |
|                                                                                                        | <i>SCBA</i>       | <i>Cylinder</i> | <i>Face Piece</i> | <i>SCBA</i>            | <i>Cylinder</i> | <i>Face Piece</i> |
| 2018 Edition                                                                                           |                   |                 |                   |                        |                 |                   |
| 2013 Edition                                                                                           |                   |                 |                   |                        |                 |                   |
| 2007 Edition and older                                                                                 |                   |                 |                   |                        |                 |                   |

# FY 20 Assistance to Firefighters Grant Narrative Get Ready Guide 2020

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The fiscal year 2020 Assistance to Firefighters Grant Program application period will be opening soon. This handy guide will give you a kick-start in prepping your grant application. It will also better prepare you to thoroughly answer application questions.

## Goal of the AFG Program

The primary goal of the AFG Program is to meet the firefighting and emergency response needs of fire departments, nonaffiliated emergency medical service organizations, and State Fire Training Academies. AFG has helped firefighters, emergency medical responders and SFTAs obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards.

Be prepared to thoroughly explain, document and provide background information on the following five areas:

- Organization (and the community you serve);
- Financial Need;
- Project Description/Budget Justification;
- Operations and Safety/Cost Benefit; and
- Statement of Effect/Impact on Daily Operations.

The following questions can help you formulate comprehensive answers on your application. Begin your discussion with a brief (no more than three sentences) opening statement as to what you are requesting and why. Then discuss the following:

### Organization and the Community Served

- In your own words, describe your organization.



# FEMA

- What are your special needs required to serve the community?
- Describe any special hazards in your community.
- What are the demands of your organization based on the needs of the community?

## Financial Need

- Why do you need federal assistance and is it consistent with the intent of the AFG Program?
- Describe your financial distress, including budget constraints.
- Describe attempts you have made to secure funding elsewhere and why your financial distress is out of your control.

## Project Description and Budget Justification

- Clearly discuss project objectives and their relationship to budget and risk analysis.
- Explain how the proposed expenses are linked to completion of the project.
- Describe how the various activities applied for are consistent with project objectives, your mission, and local requirements
- For the most competitive application, select those need(s) that most closely align with the highest AFG Program priority(ies).

**Example: Organization “X”** has local needs for an additional Fire Boat (> 20 feet) for their fleet, advanced Marine Firefighter training for members, and new PPE turnout gear to replace their entire 20-year-old inventory.

1. Fire Boats are Low (L) priority for all organizations;
2. Marine Firefighter training is a Medium (M) priority for all organizations, but
3. Replacing unusable/unrepairable PPE turnout gear is a High (H) priority for all organizations.

Organization “X” is eligible to apply for all three activities (Fire Boat under Vehicle Acquisition, and Marine Firefighting and PPE under Operations and Safety), but among these local needs, the PPE request (which matches the High (H) AFG Program priority) will be the *more competitive application* with the best chance of being funded.

## Operations/Cost Benefit

- What is the benefit to your department if the grant is awarded?
- How will you address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets?
- Include details about gaining the maximum benefits by citing required costs.
- Will the requested items lower or increase your department's operating costs?
- Is the request consistent with your mission?

### Statement of Effect

- What effect will your request, if funded, have on overall effectiveness, daily operations, and the reduction of common risks?
- How frequently will the items be used and in what capacity?
- What impact will this project have on your community and the saving of lives and property?
- What mitigation strategies are used to reduce fire risk?

Questions? Call AFG Program staff at (866) 274-0960 or e-mail [firegrants@fema.dhs.gov](mailto:firegrants@fema.dhs.gov).

# FY 2020 Assistance to Firefighters Grant Self-Evaluation Sheet: Vehicle Acquisition

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This Self Evaluation Sheet is designed to help you understand the criteria that you must address in your Narrative Statement when applying for the Assistance to Firefighters Grants (AFG) Program. The Panel Reviewers will review all the criteria in the Narrative Statement to assess your agency's financial need, the degree to which your proposal best describes your community risks, the requirements you have listed that will reduce those risks, and how your project(s) align with the AFG Program priorities.

## 1. Financial Need

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

- Applicants should provide a comprehensive overview of their organization's budget, including but not limited to describing sources of revenue/funding and expenses.
- Does the applicant clearly describe their financial distress?
- Does the applicant explain why they don't have the means to procure vehicles?
- Does the applicant include evidence of sacrifice due to budget constraints?

Below are the same scoring dimensions the Panel Reviewers will use to rate your application. Using the criteria below, rate your own application and assess how the Peer Reviewers might rate your application.

**Strongly Agree:** The applicant's financial difficulties are clearly identified, contributing to the inability to purchase new vehicles. The applicant provides strong evidence showing the distress is beyond their control and federal intervention is necessary.

**Agree:** The financial need of the applicant is explained but extent of need is not undoubtedly clear. The applicant describes vehicle deficiencies and their attempts to gain other funding, but in-depth details are lacking.



# FEMA

**Neither Agree nor Disagree:** The applicant identifies a financial need but lacks details. The applicant demonstrates a need for new vehicles but does not provide an adequate explanation why they require assistance. It is unclear what the applicant has done to address its operational or safety needs.

**Disagree:** The applicant identifies a possible financial need, but little to no detail is provided about other funding attempts, why new vehicles are needed, why funds are lacking, and/or why this problem is out of their control.

**Strongly Disagree:** The applicant's financial needs are not identified, nor are they articulated. It is unclear if the lack of vehicle and/or resources are directly related to the financial need of the applicant.

## 2. Project Description

Clearly explain the organization's project objectives and the relationship to your organization's budget (e.g., personnel, equipment, contracts, etc.) and risk analysis by providing statistics to justify the needs. Describe the various activities to be implemented, including program priorities or facility modifications, to include details on how these are consistent with project objectives, your organization's mission and national, state, and/or local requirements. Provide details that link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

- Does the applicant demonstrate they understand the stated program priorities?
- Does the applicant produce evidence to support its requested needs?
- Does the applicant describe its budget in detail?
- Does the applicant clearly explain the specifics of the vehicle being purchased?
- Does the applicant show evidence that they have conducted good market research, e.g., bids and specs ready to go?

Below are the same scoring dimensions that the Panel Reviewers will use to rate your application. Using the criteria below, rate your own application and assess how the Peer Reviewers might rate your application.

**Strongly Agree:** The applicant clearly identifies the department's mission and the requested vehicle's capacity to complement the mission. The budget is articulated well and not excessive to the needs of the applicant. The project(s) are clearly and coherently aligned with Medium and/or High AFG Program priorities.

**Agree:** The applicant's mission and needs are sufficiently explained. Budget items and vehicle requests are described but lack in-depth details with respect to the relationship with the mission. The project(s) are sufficiently aligned with Medium and/or High AFG Program priorities.

**Neither Agree nor Disagree:** The applicant's intentions are somewhat identified, but there is little detail for the reviewer to fully comprehend the vehicle request and how it relates to the applicant's mission, scope of the procurement, and budget. The project(s) align with some Medium and/or High AFG Program priorities but lack clarity on implementation and/or functionality.

**Disagree:** The applicant includes little detail about their mission and objective. The costs of the requested items or the budget's relationship to the scope of work are lacking or not included. The project(s) alignment to AFG Program priorities is unclear, confusing or incomplete.

**Strongly Disagree:** The applicant does not identify their budget, needs or mission, or how the requested vehicle will complement the organization. The project(s) do not coherently align to any AFG Program priorities.

### 3. Cost Benefit

Describe how you plan to address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets. The Operations and Safety Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The request should also be consistent with your organization's mission and identify how funding will benefit your organization and affected personnel.

- Does the applicant fully explain all aspects of the request?
- Does the applicant give evidence that funds are directly tied to operations of the department?
- Does the applicant include information on sharing the requested vehicle with neighboring jurisdictions?
- Does the applicant show evidence that they have conducted good market research so as not to request more funds than they need?

Below are the same scoring dimensions that the Panel Reviewers will use to rate your application. Using the criteria below, rate your own application and assess how the Peer Reviewers might rate your application

**Strongly Agree:** The applicant clearly identifies and fully articulates proposed benefits from the vehicle acquisition, which support the department's mission and operations. The project's goals benefit the organization and neighboring jurisdictions and are very advantageous when compared to the costs.

**Agree:** The applicant identifies and articulates the vehicle to be purchased but does not provide details. The applicant has included some initiatives, such as mutual aid. The benefits proposed appear to be reasonable and cost-effective, but more information is needed.

**Neither Agree nor Disagree:** The applicant identifies the request for the vehicle requisition but includes little detail about what benefits the purchase will give the department and/or community. The purchase price is somewhat unreasonable, and/or a significant portion of the grant funds appear excessive.

**Disagree:** The applicant fails to define the relationship between the vehicle request and the needs of the department and/or community. The benefits of the purchase are vague, and costs are excessive or superfluous.

**Strongly Disagree:** The applicant does not identify, nor articulate, the benefits of the vehicle request. The applicant does not adequately address the benefits to the organization or community, and costs are inappropriate or non-existent.

### 4. Statement of Effect

Explain how this funding request will enhance the organization's overall effectiveness. Describe how the grant award will improve daily operations and reduce the organization's risk(s) including how frequently the requested item(s) will be used and in what capacity. Indicate how the requested item(s) will help the community and increase the organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and

proactive posture to reducing fire risk, by explaining their code enforcement (to include WUI code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under these criteria.

- Does the applicant include sufficient details to understand their department's most common risk?
- Does the applicant explain the vehicle requested and how it is tied to protecting life and property on a frequent basis?
- Does the applicant include daily benefits?
- Has the applicant identified the vehicle(s) being replaced as not manufactured for emergency services, and/or that the vehicle being replaced is not compliant with NFPA 1901 or NFPA 1906?
- Has the applicant explained how the acquisition vehicle(s) will positively impact operations per NFPA 1710 and/or NFPA 1720?
- Does the applicant include details on mitigation strategies to reduce fire risk?

Below are the same scoring dimensions that the Panel Reviewers will use to rate your application. Using the criteria below, rate your own application and assess how the Peer Reviewers might rate your application.

**Strongly Agree:** The applicant clearly demonstrates the vehicle requested is necessary for daily operations, contributes to protecting lives and property, and supports the department's mission. It is apparent the vehicle will be used frequently, and the outcomes of the program are clearly evident.

**Agree:** The applicant sufficiently explains how the vehicle will complement the mission and increase the department's efficiency; however, the effects derived from the vehicle acquisition and/or how frequently the vehicle will be used are somewhat vague.

**Neither Agree nor Disagree:** The applicant describes how the vehicle request provides a benefit to the department's operations and will save lives and property but lacks in-depth information. It is not absolutely clear how effective the items will be, how frequently the items will be used, and/or how the items benefit the department's mission.

**Disagree:** The applicant does not adequately relate their vehicle request to the needs of the department. The applicant excludes specific details as to how the requested items will improve the department's mission, daily operations, and/or ability to save lives and property.

**Strongly Disagree:** The applicant does not prove the vehicle requested is necessary for its daily operations and/or that it would contribute to the department's ability to protect life and property.

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

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|                      |                                                                                                                  |
|----------------------|------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> | February 9, 2021                                                                                                 |
| <b>Title:</b>        | Letter of Support to the General Assembly to Prolong the Name Change for Jefferson Davis HWY During the Pandemic |

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|                                                    |                                                                                                                                                                                   |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Title:</b>                               | Letter of Support to the General Assembly Prolong the Name Change on Jefferson Davis Hwy During the Pandemic                                                                      |
| <b>Recommendation:</b>                             | n/a                                                                                                                                                                               |
| <b>Summary:</b>                                    | The attached letter of support to the General Assembly is asking them to prolong the name change on Jefferson Davis Highway during the pandemic to not further impact businesses. |
| <b>Financial Impact:</b>                           | n/a                                                                                                                                                                               |
| <b>Staff Contacts:</b>                             | Ed Petrovitch, County Administrator                                                                                                                                               |
| <b>Legal Counsel:</b>                              | Karl Holsten, County Attorney                                                                                                                                                     |
| <b>Additional Background/Other Considerations:</b> | The draft letter is attached.                                                                                                                                                     |
| <b>Consequence of Denial/Inaction:</b>             | The letter of support will not be approved.                                                                                                                                       |

**ATTACHMENTS:**

| File Name                                     | Description             | Type            |
|-----------------------------------------------|-------------------------|-----------------|
| Draft_RE_HB_2075_2-2-2021_Jeff_Davis_HWY.docx | DRAFT Letter of Support | Backup Material |

February 9, 2021

The Honorable \_\_\_\_\_  
General Assembly Building  
P.O. Box 406  
Richmond, VA. 23218

Dear \_\_\_\_\_,

I am writing on behalf of the Spotsylvania County Board of Supervisors to ask you to please consider either not adopting HB 2075 at this time or changing its effective date. HB 2075 would rename Jefferson Davis Highway to Emancipation Highway. While we consider this a worthy action, we are concerned about the timing of the action during the continuing COVID-19 pandemic. The pandemic has caused a financial strain on small businesses throughout the Commonwealth; and Spotsylvania County, like many localities, is trying to do what we can to help our small businesses and limit the effects of the pandemic on them to the extent we can.

U.S. Route 1, currently Jefferson Davis Highway, is a major commercial corridor through Spotsylvania and several other localities in the Commonwealth. A change to the name of the highway will of course require the businesses along this route to necessarily change the address on their various business materials. This is an added expense placed upon businesses during a time of great economic stress which localities like Spotsylvania are working so hard to avoid.

We ask that you consider either not adopting HB 2075 at this time or changing the effective date to a date which is far enough out to avoid the current economic stresses of the pandemic and allow our businesses to plan for the change. We thank you in advance for your consideration and again reiterate that we think the cause is absolutely worthy of your consideration.

Sincerely,

Kevin Marshall  
Chairman, Spotsylvania County Board of Supervisors

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

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|                      |                                                                                                                       |
|----------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b> | February 9, 2021                                                                                                      |
| <b>Title:</b>        | Letter of Support for Rappahannock Regional Jail -<br>Virginia Department of Corrections Out of<br>Compliance Inmates |

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|                      |                                                                                                                       |
|----------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Title:</b> | Letter of Support for Rappahannock Regional Jail -<br>Virginia Department of Corrections Out of<br>Compliance Inmates |
|----------------------|-----------------------------------------------------------------------------------------------------------------------|

|                        |                                         |
|------------------------|-----------------------------------------|
| <b>Recommendation:</b> | Approve letter for Chairman's signature |
|------------------------|-----------------------------------------|

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary:</b> | RRJ has a rated capacity of 1,024 inmates. The average daily inmate population for the month of December 2020 was 1,331, well above its rated capacity. RRJ exceeding its capacity is entirely due to VADOC not taking Out of Compliance inmates. This situation is unsustainable and is not in the best interest of inmates and staff. We are requesting the Department of Public Safety and Homeland Security's assistance in dealing with this issue. |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                          |                                                                                                                                                                                                                                                                                            |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Financial Impact:</b> | The increase in Out of Compliance state inmates increases the costs of operation for the RRJ. The Commonwealth only provides local and regional jails \$12 per day, per inmate for housing VADOC Out of Compliance inmates. This is well below the actual average cost of \$58-68 per day. |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Staff Contacts:</b> | Ed Petrovitch, County Administrator |
|------------------------|-------------------------------------|

|                       |     |
|-----------------------|-----|
| <b>Legal Counsel:</b> | n/a |
|-----------------------|-----|

|                                                    |                         |
|----------------------------------------------------|-------------------------|
| <b>Additional Background/Other Considerations:</b> | The letter is attached. |
|----------------------------------------------------|-------------------------|

|                                        |                                  |
|----------------------------------------|----------------------------------|
| <b>Consequence of Denial/Inaction:</b> | The letter will not be approved. |
|----------------------------------------|----------------------------------|

**ATTACHMENTS:**

| File Name                                          | Description             | Type            |
|----------------------------------------------------|-------------------------|-----------------|
| RRJ_DOC_Out_of_Compliance_Letter-<br>_Revised.docx | DRAFT Letter of Support | Backup Material |

January 29, 2021

The Honorable Brian J. Moran  
Department of Public Safety and Homeland Security  
P.O Box 1475  
Richmond, Virginia 23218

**SUBJECT: Rappahannock Regional Jail (Virginia Department of Corrections Out of Compliance Inmates)**

Secretary Moran:

I write on the behalf of the Spotsylvania County Board of Supervisors. Thank you for the work you do on behalf of the Commonwealth. We are at a critical point regarding our regional jail, the Rappahannock Regional Jail (RRJ) that needs your immediate attention.

The Virginia Department of Corrections (VADOC) historically has been slow to move state-responsible sentenced inmates from local and regional jails to Commonwealth facilities. State-responsible inmates are not eligible for transfer from local and regional jails until they are 90 days past their sentence date but even after that date passes, VADOC inmates linger in local and regional, including the RRJ, for weeks and months past their sentence dates. These inmates are commonly referred to as "Out of Compliance" with statutory requirements.

As of January 28, 2021, RRJ was holding 366 VADOC "Out of Compliance" inmates, the highest number in the state among local and regional jails. This population management challenge has been exacerbated in recent months with the impact of COVID-19 on our communities.

The VADOC suspended all transfers from local and regional jails in March 2020. It is our understanding that last September, VADOC started to accept 15 male inmates each week, quarantining each group for 14 days, and then begin the process again after the 3rd week. Since the implementation of the process, 2 male inmates from RRJ have been moved to VADOC. There has been no intake of female inmates.

RRJ staff has worked with local Courts and the Commonwealth's Attorneys to reduce the number of inmates to the greatest extent possible. RRJ has a rated capacity of 1,024 inmates. The average daily inmate population for the month of December 2020 was 1,331, well above its rated capacity. **RRJ exceeding its capacity is entirely due to VADOC not taking Out of Compliance inmates.** This situation is unsustainable and is not in the best interest of inmates and staff. If it continues, we fear it may put the safety of inmates and staff at risk.

RRJ cannot continue to meet public safety mandates if the VADOC does not meet theirs. RRJ currently has approximately 366 inmates who have been sentenced for greater than 90 days and qualify for immediate transfer to the Virginia Department of Corrections with another 132 who have been sentenced but have not reach their 90-day point. The Commonwealth only provides local and regional jails \$12 per day, per inmate for housing VADOC Out of Compliance inmates. This is well below the actual average cost of \$58-68 per day. The ability to staff the jail is a challenge in normal times and these challenges are exacerbated under present circumstances.

We understand that COVID-19 poses the same challenges to the VADOC. However, it is not acceptable for the VADOC to continue to impose the burden of population management on localities by not accepting inmates for which VADOC is responsible and not providing adequate resources, particularly when RRJ's procedures and protocols and its performance over the past 6+ months, demonstrate the ability to transfer inmates to VADOC with a high degree of confidence that there is limited COVID-19 risk.

Any assistance you can provide in dealing with this unfunded mandate on local governments and potential safety risk for inmates and staff would be appreciated.

Sincerely,

Kevin Marshall  
Chairman, Spotsylvania County Board of Supervisors

CC: The Honorable Ralph Northam  
VADOC Director Harold W. Clarke  
The Honorable Richard H. Stuart  
The Honorable Bryce E. Reeves  
The Honorable Ryan T. McDougle  
The Honorable Robert D. Orrock, Sr.  
The Honorable Mark L. Cole  
The Honorable Hyland F. Fowler, Jr.  
The Honorable John J. McGuire, III  
Board of Directors, RRJ Authority

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

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**Meeting Date:** February 9, 2021

**Title:** Livingston Phase II Development - Mitigation Credit Purchase and Agreement

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**Agenda Title:** Livingston Phase II Development - Mitigation Credit Purchase and Agreement

**Recommendation:** Staff recommends executing the purchase and sale agreement with Luck Stone Corporation for mitigation credits required for the development of the Livingston sanitary landfill expansion.

**Non-Staff Name and Title of Presenters:** The bank was identified through the Army Corps of Engineers Regulatory In-lieu Fee and Bank Information Tracking System (RIBITS).

**Summary:** The engineering and design of Livingston's phase II expansion plan is immediately adjacent to phase I. The design plans maximize the adjacent land use while meeting all Department of Environmental Quality setback requirements. Engineering consultants have identified 0.81 acres of impacted wetland and 554 linear feet of impacted stream channel. The United States Army Corps of Engineers and the Virginia Department of Environmental Quality have authorized the creation of the New Kent Environmental Bank on the sale of mitigation credits to third parties to mitigate impacts on wetlands and waters of the United States. The recommended purchase and sale agreement satisfies the phase II wetland and waters of the United States impacts.

**Financial Impact:** The total purchase of the mitigation credits is \$192,716. Mitigation credits were planned for in the sanitary landfill expansion design and the Livingston Development CIP.

**Staff Contacts:** Benjamin Loveday, PE Assistant County Administrator  
Josh Knight, Deputy Director of Public Works and Facilities

**Legal Counsel:**

Susan E. Cooke, Deputy County Attorney

**Additional Background/Other Considerations:**

The Part B application, which includes the engineering and designs of the phase II expansion, has been in process throughout FY 2021. The Part B application is scheduled to be submitted to the Department of Environmental Quality in March of 2021. The application includes the mitigation credit plan. Any changes in the current design will cause potential design change orders and will delay the progress of the Livingston Development CIP.

**Consequence of Denial/Inaction:**

The County will not commence construction of phase II development without providing proof of purchase to the Department of Environmental Quality. A delay in the purchase of mitigation credits may increase risks associated with regional credit availability.

**Talking Points:**

The bank was identified through the Army Corps of Engineers Regulatory In-lieu Fee and Bank Information Tracking System (RIBITS).

**ATTACHMENTS:**

| File Name                                           | Description                 | Type      |
|-----------------------------------------------------|-----------------------------|-----------|
| Livingston_Phase_II_Purchase_and_Sale_Agreement.pdf | Purchase and Sale Agreement | Agreement |

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of December 29, 2020 is made by and between **LUCK STONE CORPORATION**, a Virginia Corporation ("Seller"), and County of Spotsylvania ("Purchaser").

### RECITALS:

WHEREAS, Seller owns certain rights in and to certain real property consisting of approximately 740+- acres located in New Kent County, Virginia (the "Property"). The United States Army Corps of Engineers ("USACE") and the Virginia Department of Environmental Quality ("DEQ") have authorized, pursuant to Mitigation Banking Instrument 01-R0094, the creation of the **New Kent Environmental Bank** on the Property (the "Bank") and the sale of mitigation credits in the Bank to third parties to mitigate impacts on wetlands and waters of the United States ("Bank Credits").

WHEREAS, Purchaser desires to purchase from Seller Bank Credits and Seller desires to sell to Purchaser Bank Credits from its New Kent Environmental Bank on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid by Purchaser to Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

### AGREEMENT:

1. Agreement to Sell and to Purchase. Seller shall sell to Purchaser, and Purchaser shall buy from Seller, 0.81 Wetland Mitigation Credits and 554 Linear Feet of Waters of the United States and Riparian Buffer Credits available from the Bank.
2. Purchase Price. In consideration of Seller entering into this Agreement, Purchaser shall pay to Seller the sum of One Hundred Ninety-Two Thousand Seven Hundred Sixteen and 00/100 Dollars (\$192,716.00) as follows: (a) upon the full execution of this Agreement by all of the parties here and the payment of (b) One Hundred Ninety-Two Thousand Seven Hundred Sixteen and 00/100 Dollars (\$192,716.00) at Closing by company, certified or cashier's check or wired funds.
3. Deposit. The full amount of the Deposit if any is provided shall be applied toward the Purchase Price at Closing; returned to Purchaser in the event that Seller defaults as provided herein; or disbursed to Seller in the event of Purchaser's default as provided herein.
4. Closing.
  - (a) Date and Location. Closing of the purchase and sale of Credits under this Agreement ("Closing") shall occur at a time and date agreed to by Seller and Purchaser but not later than on or before 5:00 p.m. on N/A unless Seller consents in writing to a later

date ("Closing Date"). Closing shall occur at a place that Purchaser and Seller mutually agree or Seller's attorney's office, Troutman Sanders LLP, 1001 Haxall Point, Richmond, Virginia. TIME IS OF THE ESSENCE as to the Closing Date.

(b) Deliveries at Closing. At Closing, Seller shall (i) execute and deliver to Purchaser an Affidavit of Credit Sale in the form attached hereto as Exhibit A (the "Affidavit"), and (b) execute and deliver to Purchaser a Bill of Sale in the form attached hereto as Exhibit B. At Closing, Purchaser shall deliver the Purchase Price, net of the Deposit, to Seller.

(c) Delivery to USACE and DEQ. Promptly following closing, Seller shall provide USACE and DEQ with an original, executed Affidavit.

(d) Closing Costs. Seller shall pay the cost of preparing the Bill of Sale and Affidavit, and Seller's attorney's fees. Purchaser shall pay Purchaser's attorney's fees and other costs of Closing, if any.

5. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties:

(a) Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Seller, constitutes the binding agreement of Seller and is enforceable in accordance with its terms.

(b) Reservation of Mitigation Capacity. During the period beginning on the date of execution of this Agreement and ending upon the earlier of (i) Closing or (ii) termination of this Agreement, Seller will not sell Bank Credits that would cause the remaining credits to be insufficient for the purpose of satisfying Seller's obligations under this Agreement.

(c) Compliance with Laws. Seller was approved and is operating in accordance with all federal and state guidance, laws, or regulations for the establishment, use and operation of mitigation banks. Seller will comply with all applicable laws and regulations relating to the sale of bank Credits to Purchaser.

6. Purchaser's Representations and Warranties. Purchaser hereby makes the following representations and warranties as of the date of this Agreement.

(a) Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Purchaser, constitutes the valid and binding agreement of the Purchaser and is enforceable in accordance with its terms.

(b) Reliance. In entering into this Agreement, Purchaser has not been induced by, and has not relied upon, any representations, warranties or statements, whether express or implied, made by the Seller or any agent, employee or other representative of the Seller, which are not expressly set forth herein.

7. Default.

(a) By Purchaser. If Purchaser defaults in performing any of Purchaser's obligations under this Agreement, and if such default continues for a period of ten (10) days after Seller has provided written notice to Purchaser of such default, Seller may terminate this Agreement by providing written notice to Purchaser. Upon such termination the Deposit shall be disbursed to Seller as Seller's sole and exclusive remedy and neither party shall have any further rights or obligations hereunder, except as expressly provided herein. Seller hereby expressly waives any right that Seller may have to damages, whether compensatory, consequential or otherwise, or to seek specific performance from Purchaser as a result of such default.

(b) By Seller. If Seller defaults in performing any of Seller's obligations under this Agreement, and such default continues for a period of ten (10) days after Purchaser has provided written notice to Seller of such default, the Purchaser's sole remedies shall be to terminate this Agreement by providing written notice thereof to Seller, and to receive a refund of the Deposit, in which event neither party shall have any further rights or obligations hereunder, except as expressly provided herein. Purchaser hereby expressly waives any right that Purchaser may have to damages, whether compensatory, consequential or otherwise as a result of Seller's default.

(c) Attorneys' Fees. In the event of any litigation between Seller and Purchaser, the prevailing party shall be entitled to an award of its costs incurred in such litigation, including reasonable attorneys' fees and costs, and court costs.

8. Effect of Condemnation, Regulatory Action or Force Majeure.

(a) Condemnation. If the Property or any part thereof is taken prior to Closing pursuant to eminent domain proceedings, or if such proceedings are commenced prior to Closing, and as a result Seller determines that it will be unable to sell Bank Credits to Purchaser at Closing as specified in this Agreement, then Seller may terminate this Agreement by providing written notice to Purchaser at any time prior to Closing. If Seller elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(b) Regulatory Action.

(i) If Seller is unable to sell the Bank Credits to Purchaser as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, Seller may terminate this Agreement by providing written notice to Purchaser. If Seller elects to terminate this Agreement as provided in this subparagraph, and such termination occurs prior to Closing, then the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(ii) If prior to Closing Purchaser is prevented by any regulatory agency from purchasing the Bank Credits as provided in this Agreement, or if Purchaser's mitigation plan is not approved by the USACE or DEQ, as may be required, Purchaser may terminate this Agreement by providing written notice to Seller. If Purchaser elects to terminate this Agreement as provided in this subparagraph, then the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(c) Force Majeure.

If Seller is unable to transfer Credits to Purchaser as provided in this Agreement because of loss of or damage to the Bank property resulting from fire, flood, storm, drought or other natural disaster, or from any other cause that is not the fault of Seller and is beyond Seller's reasonable ability to prevent or control, Seller may terminate this Agreement by providing written notice to the Purchaser at any time prior to Closing. If Seller elects to terminate this Agreement as provided in this subsection, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

9. Indemnities.

(a) Seller's Indemnities. Seller shall indemnify, defend and hold harmless Purchaser and Purchaser's authorized successors and assigns from and against any action, order, investigation or proceeding initiated by any government agency and arising from or based upon Seller's breach of the representations and warranties contained in Paragraph 5.

(b) Purchaser's Indemnities. Purchaser shall indemnify, defend and hold harmless the Seller from and against any action, order, investigation or proceeding initiated by any government agency and arising from or based upon Purchaser's breach of the representations and warranties contained in Paragraph 7 and Purchaser's failure to comply with any permit, authorization or condition thereof relating to Purchaser's mitigation plans.

(c) Survival. The indemnity provisions of this Paragraph shall survive Closing and termination of this Agreement for a period of three (3) years after the date of this Agreement.

10. Notices. Each notice, request, demand or other communication hereunder will be in writing and will be deemed to have been duly given (i) when delivered by hand, or (ii) three (3) business days after deposit in United States certified or registered mail, postage pre-paid, return receipt requested, or (iii) one (1) business day after delivery to a recognized overnight courier service, in each case addressed to the parties at the following addresses:

|               |                                                                                                                              |
|---------------|------------------------------------------------------------------------------------------------------------------------------|
| If to Seller: | New Kent Environmental Bank<br>ATTN: Mark D. Williams<br>Luck Stone Corporation<br>515 Stone Mill Drive<br>Manakin, VA 23103 |
|---------------|------------------------------------------------------------------------------------------------------------------------------|

With a copy to: Troutman Sanders LLP  
ATTN: Shannon R. Varner, Esq.  
P. O. Box 1122  
Richmond, VA 23218

If to Purchaser: County of Spotsylvania  
Public Works Department  
ATTN: Mr. Joshua Knight  
P.O. Box 116  
Spotsylvania, VA 22551

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party shall have the right to change its address by providing the other party with at least ten (10) days prior written notice of the change.

11. Brokers. Each party hereunder represents and warrants that, except for the "Broker" identified below, if any, it did not consult or deal with any broker or agent with regard to this Agreement or the transactions contemplated hereby, and each party agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorney's fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of or constituting a breach by the indemnifying party of the foregoing representation and warranty. This indemnity shall survive Closing and termination of this Agreement and shall not be limited by any provision specifying liquidated damages. Seller shall pay a commission to N/A ("Broker") if and when Closing occurs equal to N/A percent (N/A%) of the Purchase Price.

12. Credits Not Real Estate. Sale and conveyance of Credits to Purchaser in accordance with this Agreement shall not constitute the conveyance or transfer of any right, interest or ownership in real property or in the Bank, nor shall such sale and conveyance impose upon Purchaser any obligation, duty or liability arising from or incident to ownership of or interest in real property. Purchaser shall have no right of access to Bank property.

13. Entire Agreement and Modifications. There are no other agreements or understandings, written or oral, between the parties regarding this Agreement or the subject matter hereof. This Agreement shall not be modified or amended except by a written document executed by both parties to this Agreement.

14. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws principals.

15. Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state and local laws, regulations and restrictions in the conduct of their obligations under this Agreement.

16. Severability. The provisions of this Agreement shall be deemed severable and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

17. Binding Agreement, No Third Party Beneficiary. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Any proposed assignment shall be subject to the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement does not create or convey any rights, benefits or interests, on behalf of any other person.

18. No Joint Venture. This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the dates indicated below.

SELLER:

LUCK STONE CORPORATION,  
a Virginia Corporation

By: Mark D. Williams  
Name: Mark D. Williams  
Title: Environmental Manager

PURCHASER:

County of Spotsylvania

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
COUNTY ATTORNEY

**EXHIBITS**

Exhibit A - Affidavit of Credit Sale

Exhibit B - Bill of Sale

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

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**Meeting Date:** February 9, 2021

**Title:** Sheriff's Office - Opioid Crisis Update

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**Agenda Title:** Sheriff's Office - Opioid Crisis Update

**Recommendation:** Information Only

**Summary:** The Sheriff's Office will brief the Board on the impact of the opioid crisis through improved practices.

**Staff Contacts:** Roger Harris, Sheriff  
Troy Skebo, Major

**Legal Counsel:** n/a

**Additional Background/Other Considerations:** The presentation is attached.

**Consequence of Denial/Inaction:** n/a

**ATTACHMENTS:**

| File Name                                | Description  | Type         |
|------------------------------------------|--------------|--------------|
| Sheriffs_Office_-_Drug_Presentation.pptx | Presentation | Presentation |



# Impacting the Opioid Crisis through Improved Practices

**Spotsylvania County Sheriff's Office**

**Roger L. Harris, Sheriff**

# Facts

- 2010
  - Population 122,971
  - 20 full-time detectives (5 NARC, 2 CVU)
  - 1089 total cases worked
- 2015 – Started tracking overdoses
  - No longer prosecute overdoses VA Code 18.2-251.03
- 2016 – 97 Heroin and Opiate Related Overdoses, 26 fatal
- 2020
  - Population as of 2019 is 136,215 (10.7% increase since 2010)
  - Estimated population for 2021 is 140,369 (14.14% increase since 2010)
  - 20 detectives (3 NARC, 4 CVU)
  - 1,495 total cases worked (37% increase since 2010)
  - 204 Heroin and Opiate Related Overdoses, 34 fatal (110% & 30% increase since 2016)

# Developments

## Grant Funded

- NARCAN - \$5,000/yr. for 4 years
  - 10/16-09/17 54 doses 37 incidents
  - 10/19-10/20 110 doses 72 incidents (103% & 94.5% increase)
- OVERTIME - \$150,000 for 18mos
  - To date: 1,049 hrs. worked 118 arrests made
  - 3706g drugs seized + 177 pills and other edibles, 13 guns, cash
  - Expires 06/30/2021

## Other Initiatives

- Since 2013 Multi-Disciplinary Team (MOU update 10/2020)
- Be Well Rappahannock Council
- Hidden in Plain Sight Program
- Community Forums/Town Hall
- Fund Raisers: addiction
- PSB Drug drop Box 756lbs since 2017
- NARCAN with every SRO

# Conclusion

- With the same number of detectives the Sheriff's Office has experienced a 10% increase in population, 37% increase in cases worked per year, 110% increase in overdoses
- We do not have the manpower to deploy 2 detectives per incident to investigate (i.e. general assignment and narcotics)
- In order to continue combating the current rise in overdoses, the Sheriff's Office will need a comparative increase in manpower to strengthen our narcotics unit

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

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|                      |                                                                   |
|----------------------|-------------------------------------------------------------------|
| <b>Meeting Date:</b> | February 9, 2021                                                  |
| <b>Title:</b>        | Presentation of County Administrator's FY 2022 Recommended Budget |

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|                      |                                                                   |
|----------------------|-------------------------------------------------------------------|
| <b>Type:</b>         | No Action (Information Only)                                      |
| <b>Agenda Title:</b> | Presentation of County Administrator's FY 2022 Recommended Budget |

|                        |                                                |
|------------------------|------------------------------------------------|
| <b>Recommendation:</b> | Presented for information and discussion only. |
|------------------------|------------------------------------------------|

|                 |                                                                                                                                                                                                                                                      |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary:</b> | The County Administrator will present his FY 2022 Recommended Budget. Copies of a summarized budget document will be provided to the Board at the meeting. Additionally, the full Recommended Budget will be made available on the County's website. |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                        |                                                                                                             |
|------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Staff Contacts:</b> | Ed Petrovitch, County Administrator<br>Bonnie Jewell, Assistant County Administrator for Finance & Services |
|------------------------|-------------------------------------------------------------------------------------------------------------|

|                                        |                                                                                     |
|----------------------------------------|-------------------------------------------------------------------------------------|
| <b>Consequence of Denial/Inaction:</b> | Information only at this time. Budget adoption is currently scheduled for April 13. |
|----------------------------------------|-------------------------------------------------------------------------------------|

**ATTACHMENTS:**

| File Name                              | Description                     | Type            |
|----------------------------------------|---------------------------------|-----------------|
| Budget_Message.pdf                     | Budget Message                  | Backup Material |
| FY_2022_Recommended_Budget_2-09-21.pdf | Recommended Budget Presentation | Presentation    |



## Budget Message – February 9, 2021

Dear Spotsylvania County Board of Supervisors:

Last Spring's development of the FY 2021 Budget was drastically and necessarily altered at the onset of the Coronavirus (COVID-19) pandemic because of the sheer unknown impact such a global occurrence would have on our economy and way of life. However, the people of Spotsylvania have been resilient – teleworking; shopping online and ordering take-out to support local businesses; participating in public forums remotely or through the submission of written comments which have been read into the public record; and visiting our local and national parks to take a break from being at home. After months of restrictions, mask-wearing, hand washing, social distancing, and all manner of changes in the way we and others do business, we have not experienced the decline in local revenues we feared would occur.

I would be remiss if I did not acknowledge that our ability to address the vast and immediate needs we encountered and continue to work through as a result of the virus is due to the unwavering efforts of our staff, the Schools' staff, and the combined allocation of \$32.5 million in federal tax dollars to the Spotsylvania community through the CARES Act during the course of FY 2020 and FY 2021.

| Combined Receipt of Federal CARES Act Funding                          |                     |
|------------------------------------------------------------------------|---------------------|
| <b><i>Spotsylvania County Schools:</i></b>                             |                     |
| Coronavirus Relief Fund                                                | \$4,095,473         |
| Elementary & Secondary Schools Emergency Relief Fund                   | 2,385,451           |
| Governor's Emergency Education Relief Fund                             | 498,062             |
| <b>Subtotal – Relief Received Directly by Schools</b>                  | <b>\$6,978,986</b>  |
| <b><i>Spotsylvania County Government:</i></b>                          |                     |
| Coronavirus Relief Fund – primary allocations                          | \$23,768,468        |
| Broadband allocation                                                   | 822,360             |
| Municipal Utility Relief Fund allocation                               | 762,992             |
| Public Health Provider allocation                                      | 117,115             |
| 2020 Federal Election Response allocation                              | 89,535              |
| <b>Subtotal – Relief Received by County</b>                            | <b>\$25,560,470</b> |
| <b>Community's Total Combined Receipt of Federal CARES Act Funding</b> | <b>\$32,539,456</b> |

The use of the \$23.8 million in primary CARES allocations paid to the County was applied towards Public Safety salaries and benefits in accordance with the guidelines established by the United States Treasury. The use for this purpose freed local funding in the same amount to be used for various needs, but on a much more flexible timeline than that afforded us with the

CARES allocations themselves. The freed local funding was used as shown in the following table:

| <b>Use of Freed Local Funding Stemming from Use of Primary CARES Allocations</b>                         |                     |
|----------------------------------------------------------------------------------------------------------|---------------------|
| Transfer to Capital Projects for Out-Year Reduction of Debt to be Issued                                 | \$8,092,734         |
| Cash for Transportation Projects – Reduces Debt to be Issued                                             | 6,468,234           |
| Various County technology, EOC, Building Access Improvements                                             | 2,951,000           |
| Apply to Reduce CY 2021 Business Tangible Taxes (reduces 2021 tax rate)                                  | 2,250,000           |
| Schools - Bipolar Ionization at All Schools                                                              | 1,430,133           |
| Small Business Relief                                                                                    | 362,500             |
| Support for YMCA Daycare                                                                                 | 250,000             |
| Reinstate Training Budgets Removed from FY 2021 Budget in Response to Pandemic Cuts                      | 200,000             |
| Individual Firefighter Breathing Apparatus                                                               | 165,000             |
| Hire 4 Eligibility Workers in July 2020 Instead of January 2021                                          | 136,000             |
| Schools – Personal Protective Equipment (PPE)                                                            | 102,554             |
| Schools – Hot Spots                                                                                      | 100,000             |
| Reinstate Contracted Mowing Removed from FY 2021 Budget in Response to Pandemic Cuts                     | 100,000             |
| Local Match for Direct Costs in FEMA Relief Application                                                  | 75,000              |
| Reinstate & Supplement Contracted Median Mowing Removed from FY 2021 Budget in Response to Pandemic Cuts | 55,000              |
| Reinstate Tuition Reimbursement Removed from FY 2021 Budget in Response to Pandemic Cuts                 | 50,000              |
| Audit of CARES Act Grants                                                                                | 40,000              |
| Fire/Rescue Station Fountain Upgrades                                                                    | 33,000              |
| Emergency Responder Facemasks                                                                            | 29,000              |
| Modification to Commissioner of the Revenue's Office for Social Distancing                               | 11,000              |
| Unallocated Balance                                                                                      | 867,313             |
| <b>Total Use of Freed Local Funding Stemming from Use of Primary CARES</b>                               | <b>\$23,768,468</b> |

As I write this, the number of COVID cases and the percentage of positive tests continue to rise in the County and each exceeds the number of cases/percent positives present in April 2020 when the FY 2021 Budget was adopted. As is the situation throughout the Commonwealth, Spotsylvania businesses continue to be impacted by the restrictions on the number of occupants and hours of operation that are in place in an attempt to curb the pandemic. In formulating the FY 2022 Recommended Budget, I took into account the continuing challenges the pandemic continues to impose on our businesses and citizens and am recommending no changes to the real estate and regular personal property rates for CY 2021.

### **FY 2022 Recommended Budget Strategic Objectives**

The FY 2022 Recommended Budget is in keeping with Spotsylvania County's mission "to ensure the delivery of quality government services that are customer-focused; promote a safe, healthy, and prosperous community; and reflect excellence in financial stewardship." This budget proposal provides the revenue required to meet mandated programs and services and to continue to deliver the existing levels of service. Approximately 61% of the total General Fund expenditures are required to meet Federal and/or State mandates that the County must fund for services and programs.

The County's strategic plan adopted by the Board of Supervisors (Board) creates a vision of "setting the standard for Virginia Counties". The plan centers around seven strategic initiatives; Quality Government, Public Safety, Educational Opportunity, Infrastructure Investment, Economic Prosperity, Growth Management, and Environmental Stewardship. Each of these initiatives require funding and human capital resources in order to maintain existing levels of service. Many of these revenue requirements are met with the existing base budget at the current tax rate. Each revenue requirement impacting the General Fund budget above the adopted FY 2021 base budget is summarized by strategic category.

### ***Commitment to Quality Government***

The Board's historic priorities have been accorded due respect in the formation of the FY 2022 Recommended Budget for the Quality Government initiative in roughly the following order of priority:

1. Fund departmental operations sufficient to maintain existing levels of service;
2. Fund the third fifth (a total of 3/5ths in FY 2022) of on-going Other Post-Employment Benefits (OPEB) contributions as the County works towards meeting the full annual required contribution by FY 2023 in accordance with County policy, but in all likelihood, we will be delayed by one year in meeting the annual required contribution because we were not able to budget an added OPEB contribution in the FY 2021 budget which was heavily reduced in response to the pandemic; and
3. Honor existing commitments to bondholders and to regional partners such as the jail, juvenile detention center, and library.

In the category of Quality Government, revenue requirements always exceed available revenue. The proposed budget only includes those requirements that were top priority to keep the levels of existing service and the restoration of base budget funding that was removed during the prior year's budget process when deep reductions were taken. New initiatives were purposely avoided in the FY 2022 Budget, though I am compelled to recommend the following new positions – most heavily concentrated in Social Services and Code Compliance – to manage caseloads, performance inspections, and continue other basic services at acceptable and expected levels:

| Fund/Position Title                                   | Net Cost*          | FTEs         |
|-------------------------------------------------------|--------------------|--------------|
| <b>General Fund:</b>                                  |                    |              |
| Social Services – 13 Eligibility Workers              | \$573,459          | 13.00        |
| Solid Waste – Division Director                       | 147,052            | 1.00         |
| Public Safety – System Administrator                  | 124,347            | 1.00         |
| IT Project & Application Analyst (AS400)              | 106,443            | 1.00         |
| Cable Franchise Manager (3-year temporary position)** | 106,243            | 1.00         |
| Social Services – Family Services Supervisor          | 81,456             | 1.00         |
| Social Services – 2 Aide IIs                          | 78,631             | 2.00         |
| Sheriff’ Office – Deputy Sheriff for Transports       | 71,033             | 1.00         |
| Outsourcing of Certain Convenience Center Staffing    | 31,941             | (1.00)       |
| <b>General Fund Total</b>                             | <b>\$1,320,605</b> | <b>20.00</b> |
| <b>Code Compliance Fund:</b>                          |                    |              |
| Building – 2 Commercial Building Inspectors           | \$215,622          | 2.00         |
| Erosion – Environmental Plan Reviewer                 | 99,021             | 1.00         |
| Erosion – Environmental Inspector                     | 96,345             | 1.00         |
| Erosion – Environmental Assistant                     | 58,409             | 1.00         |
| Building – Permit Technician                          | 57,802             | 1.00         |
| <b>Code Compliance Fund Total</b>                     | <b>\$527,199</b>   | <b>6.00</b>  |
| <b>Transportation Fund:</b>                           |                    |              |
| Transportation Technician                             | \$96,870           | 1.00         |
| <b>Transportation Fund Total</b>                      | <b>\$96,870</b>    | <b>1.00</b>  |
| <b>Utilities Fund:</b>                                |                    |              |
| Lab – 3 Samplers                                      | \$264,763          | 3.00         |
| Lab – Sample Coordinator                              | 75,027             | 1.00         |
| <b>Utilities Fund Total</b>                           | <b>\$339,790</b>   | <b>4.00</b>  |
| <b>Total Net New Positions – All Funds</b>            | <b>\$2,284,464</b> | <b>31.00</b> |

\*Includes salaries, benefits and related operating costs less State revenues to be received specific to the position

\*\*Funded with fund balance.

The added commitment to quality government within the General Fund is summarized in the following table and adds \$8.2 million to the budget:

| <b>Addressing the Commitment to Quality Government</b>                                                                      |                    |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------|
| • Full-year FY 2022 costs of unbudgeted mid-year FY 2021 salary adjustments                                                 | \$2,121,540        |
| • Mid-year 1.2% COLA/2.0% performance-based merit and other base compensation adjustments – other than public safety        | 1,213,102          |
| • State-mandated increase in minimum wage to \$11/hour on January 1, 2022                                                   | 88,882             |
| • Restoration of base budget funding removed from FY 2021 budget                                                            | 1,193,886          |
| • Fund departmental operations sufficient to maintain existing levels of service (including the new General Fund positions) | 3,434,741          |
| • Fund DSS programs and CSA mandated programs                                                                               | (330,022)          |
| • Add an additional one-fifth for OPEB annual contribution                                                                  | <u>504,230</u>     |
| <b>Total – Quality Government</b>                                                                                           | <b>\$8,226,359</b> |

### ***Commitment to Public Safety***

The County currently has fully funded SROs at every school in the County. The Board increased the number of deputies in the courts and on patrol. The County now has fully funded and implemented 24/7 ALS and fire coverage provided by career staff at all fire/rescue stations in the County. All public safety positions regardless of whether they were originally funded for part of a year or through a grant - are maintained for the full year in the FY 2022 Budget. In FY 2020 Fire/Rescue call volumes decreased slightly as the public initially refrained from perceived potential exposure to COVID from being transported to local hospitals. Based upon enhancements to staffing and the technology that alerts crews, response times have continued to decrease. In FY 2020, our county-wide response times dropped to the lowest they have ever been, at 7 minutes and 35 seconds.

Additionally, Insurance Services Office (ISO) has recently completed its evaluation of Spotsylvania's structural firefighting capabilities, resulting in an improved rating to a Class 2/10, which is an improvement of 3 points within a 10-point scale. This rating is used by insurance companies to determine the amount of risk associated with properties, and factors into the premiums they charge. The improved rating will result in significant cost savings for many Spotsylvania property owners and businesses.

The General Fund is also impacted by ongoing increases to the Regional Jail and the Juvenile Detention Center budgets, both of which are driven by those partners' need to implement and maintain salary adjustments following adjustments made by some regional localities – including Spotsylvania – to public safety pay.

The added commitment to public safety within the General Fund is summarized in the following table and adds \$2.0 million to the budget:

| Addressing the Commitment to Public Safety                                        |                    |
|-----------------------------------------------------------------------------------|--------------------|
| • Full-year FY 2022 costs of unbudgeted mid-year FY 2021 salary adjustments       | \$826,524          |
| • Mid-year public safety step scale compensation adjustments to include 1.2% COLA | 670,822            |
| • Proportionate share of regional Jail/Juvenile Detention Center budgets          | 314,358            |
| • Fund departmental operations sufficient to maintain existing levels of service  | 205,390            |
| <b>Total – Public Safety</b>                                                      | <b>\$2,017,094</b> |

### ***Commitment to Educational Opportunities***

Commensurate with the net new debt service anticipated for school division capital projects in FY 2022, the General Fund budget includes a \$900,000 increase in the local transfer to the Schools'. The full local transfer to include this \$900,000 increase is \$132,281,416.

In response to onset of the pandemic, the FY 2021 Budget was adopted with a contribution to the Regional Library budget that was \$318,519 less than the FY 2020 budget. We were aware that our reduction and similar reductions by other regional localities could not be sustained for multiple years by the Library. The partial reinstatement of the FY 2021 reduction combined with increasing salary and benefits costs for the Library, and an increase in Spotsylvania's proportionate share of circulation results in a \$201,264 increase in Spotsylvania's contribution to the Regional Library for FY 2022. Spotsylvania's full contribution to the Regional Library in FY 2022 is \$4,509,091.

This budget includes a \$189,171 payment to Germanna Community College; the same as in FY 2021. This amount includes \$100,000 as the County's third year of a five-year capital commitment for a new Germanna Allied Health educational facility.

The added commitment to educational opportunities within the General Fund is summarized in the following table and adds \$1.1 million to the budget:

| Addressing the Commitment to Educational Opportunities |                    |
|--------------------------------------------------------|--------------------|
| • Increase ongoing transfer to Schools                 | \$900,000          |
| • Proportionate share of regional Library budget       | 201,264            |
| <b>Total – Educational Opportunities</b>               | <b>\$1,101,264</b> |

### ***Commitment to Economic Prosperity***

There is a \$59,000 decrease to adjust the transfer to the Economic Development Authority Fund for previously approved incentives for capital investment and/or job creation. Offsetting this budget reduction is one-time funding of \$110,000 for a market/planning study. To effectively plan for the future, the goal of the market/planning study is to answer long-standing questions such as: what amount and type of commercial growth can the community support; is there an "ideal" land use mix for which the County should strive; based on demographics, what

types of housing will be demanded in this area in the future; what industries is the County ideally suited to target, and how can we better position ourselves to attract them?

The added commitment to economic prosperity within the General Fund is summarized in the following table and adds \$51,000 to the budget:

| Addressing the Commitment to Economic Prosperity                                                                                           |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| • Adjust transfer to the Economic Development Authority Fund for previously approved incentives for capital investment and/or job creation | (\$59,000)      |
| • Add funding for market/future planning study                                                                                             | <u>110,000</u>  |
| <b>Total – Economic Prosperity</b>                                                                                                         | <b>\$51,000</b> |

### ***Commitment to Infrastructure Investment***

You will recall that the transfer of cash to the Capital Projects Fund was cut by \$3.3 million and the \$1.4 million transfer of cash to the Transportation Fund was eliminated in the final FY 2021 Budget due to the \$15.6 million in reductions made after the onset of the pandemic. In an effort to restore those reductions made in FY 2021, the General Fund is impacted in FY 2022 by an increase in the transfer to capital to meet the fiscal policy-level increase and also to support additional cash funding of projects in lieu of borrowing. The \$1.4 million transfer to the Transportation Fund is reinstated to support structural balancing of the fund as part of this budget proposal.

The added commitment within the General Fund to infrastructure investment is summarized in the following table and adds \$5.2 million to the budget:

| Addressing the Commitment to Infrastructure Investment                       |                    |
|------------------------------------------------------------------------------|--------------------|
| • Net new debt service for financing of capital projects                     | \$345,870          |
| • Increase transfer to capital to meet policy-level increase                 | 1,129,025          |
| • Add one-time transfer to capital to support cash-funding of projects       | 2,250,000          |
| • Restore baseline transfer to Transportation                                | 700,000            |
| • New transfer to Transportation to support structural balancing of the fund | 700,000            |
| • Add funding for minor improvements and repairs to existing parks           | <u>31,945</u>      |
| <b>Total – Infrastructure Investment</b>                                     | <b>\$5,156,840</b> |

Following is a summary of the capital projects included in the FY 2022 Budget:

| Project                                                   | Cash Funding        | Financed Costs      | Total<br>FY 2022 Costs |
|-----------------------------------------------------------|---------------------|---------------------|------------------------|
| Facility Asset Management Program                         | \$967,370           | -                   | \$967,370              |
| Merchants Sq. first floor buildout                        | 700,000             | -                   | 700,000                |
| Addition of generator at Merchants Sq.                    | 397,000             | -                   | 397,000                |
| Replacement general gov't vehicles                        | 1,511,245           | -                   | 1,511,245              |
| Maintenance of County-owned<br>stormwater                 | 30,000              | -                   | 30,000                 |
| Safety & Security improvements                            | 250,000             | -                   | 250,000                |
| Paved access to garage - Public Safety<br>Bldg.           | 53,500              | -                   | 53,500                 |
| Addition to Public Safety Building                        | 34,771              | 810,229             | 845,000                |
| Reserve for broadband initiatives                         | 1,000,000           | -                   | 1,000,000              |
| Technology improvements                                   | 3,515,000           | -                   | 3,515,000              |
| Landfill & convenience cntr. Improvements                 | 4,884,560           | -                   | 4,884,560              |
| Replacement equip. – landfill operations                  | 725,000             | -                   | 725,000                |
| Loriella Park lighting replacement                        | 590,000             | -                   | 590,000                |
| Add public water at Lick Run Center                       | 150,000             | -                   | 150,000                |
| VCR Trail – paving/drainage improvements                  | 670,000             | -                   | 670,000                |
| Replacement of Co. 3 (Partlow) station                    | 4,020               | 4,316,210           | 4,320,230              |
| Replacement Fire/Rescue equipment                         | 736,845             | 2,408,138           | 3,144,983              |
| Improvements at Exit 118                                  | 407,388             | 3,302,041           | 3,709,429              |
| Rt. 3 operational improvements–bump<br>outs               | -                   | 1,622,608           | 1,622,608              |
| Hospital Blvd./Spotsylvania Parkway to<br>State standards | 405,000             | -                   | 405,000                |
| VA Hospital transportation commitments                    | 4,929,004           | 750,000             | 5,679,004              |
| Schools – Buses                                           | 400,000             | 3,734,568           | 4,134,568              |
| Schools – Technology                                      | -                   | 5,124,960           | 5,124,960              |
| Schools – Capital maintenance                             | -                   | 8,750,000           | 8,750,000              |
| Schools – Renovate/expand<br>Spotsylvania Middle School   | -                   | 500,000             | 500,000                |
| Water/sewer projects                                      | 25,833,333          | 41,006,667          | 66,840,000             |
| <b>FY 2022 Total Capital Projects*</b>                    | <b>\$48,194,036</b> | <b>\$72,325,421</b> | <b>\$120,519,457**</b> |

\*Excludes personnel and operations costs. Reflects only project costs.

\*\*Differs from figures on page 38 because this listing includes the County's financed projects and the budget itself does not at this point in time. Once bonds are sold and finalized, a budget adjustment will occur to budget the financed projects. Also, the figures on page 38 include capital projects operating and personnel costs not shown above.

### **Anticipated Revenue Changes**

Despite the pandemic, Spotsylvania County's economy continues to be strong. That strength shows in comparatively low unemployment rates; in the continuing expansion of our tax base; and in our strong credit ratings. In fact, this past fall, Fitch upgraded the County's water and sewer bond credit rating by two notches to AA+ and assigned a positive outlook! The County's General Obligation bond ratings were affirmed at AAA/Aa1/AAA by Fitch, Moody's, and Standard & Poor's, respectively.

Spotsylvania's proximity to two strong economic and employment hubs, Washington, DC and the City of Richmond, connected by rail, interstate and local highways, attributes to positive workforce and commercial development. The commercial and housing markets continue to expand, bringing critical revenues into the County to support our delivery of services to the community. In 2020, Redfin released its list of areas where home sales are up, prices have risen, and properties are selling fast, ranking Spotsylvania 10<sup>th</sup> in the nation. With median housing prices under \$350,000, increased telecommuting opportunities expected to outlast the pandemic, a diverse selection of outdoor activities, and high quality community services at a comparatively low tax rate, Spotsylvania continues to be a very attractive location. Preliminary CY 2021 real property values, used to generate real estate tax revenues, rose for the ninth straight year; up 2.0% (\$350 million) from the previous year and 23.8% from 10 years ago.

Prior to the pandemic, in January 2020, Spotsylvania's unemployment rate was at 3.1%. After the onset of the COVID crisis locally in mid-March, our unemployment spiked in April at a high of 11.0%. Though not yet at pre-pandemic levels, the unemployment rate continues to improve month over month with the most recent available data reflecting our unemployment at 4.2% in November 2020 compared to the Commonwealth and nation at 4.6% and 6.7%, respectively.

Whereas revenue associated with the tourism and service industries declined, as expected, in response to travel restrictions and closure orders, consumption-based revenues such as sales tax and meals tax have been extremely resilient, surpassing our significantly lowered projections for FY 2020, and again exceeding projections to date in FY 2021. This is certainly attributed to the adaptability of businesses and consumers.

All these factors work together to yield projected new revenue (excluding transfers in and use of fund balance) of \$12.5 million for FY 2022. Keep in mind that the first \$3.95 million of this is associated with and simply takes the place of the use of \$3.95 million from the Budget Stabilization Reserve (BSR) that backfilled the projected drop of consumption-based revenues in the FY 2021 Budget. That \$3.95 million from the BSR in FY 2021 supported on-going base budget expenses that have not gone away and need to be otherwise funded in the FY 2022 Budget. When that \$3.95 million is factored out, we are at \$8.6 million in new revenue – consistent with the typical \$6 - \$8 million annual increase.

**No Change to Real Estate or General Personal Property Tax Rates**

With the additional revenues that are anticipated, I am not recommending any change in the existing \$0.8094 real estate tax rate or in the \$6.55 general personal property tax rate. Consistent with the Board's recent action during FY 2021 to allocate \$2.25 million to reduce CY 2021 business taxes in response to the COVID pandemic, this budget includes a one-time decrease in the following business tax rates:

| <b>One-Time, CY 2021 Business Property Rate Reductions</b> |                     |                     |
|------------------------------------------------------------|---------------------|---------------------|
| <b>Tax</b>                                                 | <b>CY 2020 Rate</b> | <b>CY 2021 Rate</b> |
| Business Furniture & Fixtures                              | \$5.95              | \$4.55              |
| Heavy Equipment                                            | \$2.00              | \$1.55              |
| Machinery & Tools                                          | \$2.50              | \$1.90              |

**Proposed New Cigarette Tax**

To fund the FY 2022 revenue requirements not met by the natural increase in revenue, I propose that the Board adopts a new cigarette tax allowed by the General Assembly to take effect July 1, 2021. In the past, this tax option was largely reserved for cities and a handful of counties. If approved by the Board, this new tax set at a recommended rate of \$0.30 per pack is expected to generate an additional estimated \$310,000 in new revenue. The City of Fredericksburg currently imposes a \$0.31 per pack cigarette tax which generates about \$475,000 per year for City services.

**Proposed Increase in Hotel Tax Rate**

This budget also includes a 2% raise in transient occupancy (hotel) tax to a rate of 7%. Based on General Assembly action during last year's session, the prior 5% cap on this tax rate has been lifted such that there is no maximum. If adopted by the Board, this increase will generate an estimated \$590,000 in additional revenue in FY 2022. This tax is paid by patrons using hotels in the County; not by the hotel owners. The average room rate in the County is \$82 per night, meaning that this proposed 2% rate increase would add \$1.64 per night to the bottom line of the occupant's stay. The majority of our hotels are situated along the I-95 corridor and it can be reasonably expected that this tax is paid primarily by those passing through our community. This increase would place the County's total transient occupancy rate of 7% above the current Stafford and Fredericksburg rates of 5% and 6%, respectively. However, each of those localities may be considering increases in their transient occupancy tax rates, as well. Their proposed budgets have not yet been released.

**Proposed Increase in Meals Tax Rate**

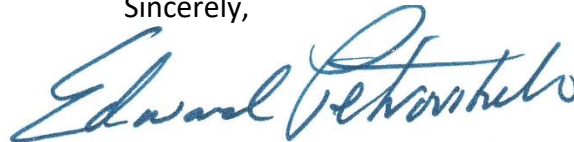
A 1.5% increase in the meals tax rate is also recommended, taking the current 4% up to 5.5%. Based on General Assembly action during last year's session, the prior cap on this rate was increased to 6% for counties. This proposed increase to 5.5% is expected to generate an additional \$2,550,000 in new revenue for FY 2022 and would place Spotsylvania's rate between Stafford's current 5% rate and Fredericksburg's current 6% rate. The purchaser of a typical \$10 lunch would pay 15 cents more per lunch under this proposal.

**BUDGET SUMMARY**

The FY 2022 Recommended Budget totals \$599.1 million – an increase of \$30.8 million (5.4%) compared to the FY 2021 Adopted Budget. When capital projects funds are excluded, the FY 2022 Recommended Budget is a \$20.5 million (4.0%) increase over the FY 2021 Budget.

|                                        | FY 2021<br>Adopted   | FY 2022<br>Recommended | Difference<br>\$    | %            |
|----------------------------------------|----------------------|------------------------|---------------------|--------------|
| General Fund                           | \$149,914,195        | \$160,837,568          | \$10,923,373        | 7.3%         |
| Economic Dev. Authority Fund           | 1,459,050            | 1,400,150              | (58,900)            | (4.0%)       |
| Code Compliance Fund                   | 4,575,643            | 5,436,900              | 861,257             | 18.8%        |
| Transportation Fund                    | 8,188,520            | 8,407,380              | 218,860             | 2.7%         |
| School Operating                       | 300,010,257          | 306,308,982            | 6,298,725           | 2.1%         |
| School Food Service                    | 12,251,952           | 12,878,794             | 626,842             | 5.1%         |
| Utilities Operating Fund               | <u>35,670,221</u>    | <u>37,253,114</u>      | <u>1,582,893</u>    | 4.4%         |
| <b>Subtotal Operating Expenditures</b> | <b>\$512,069,838</b> | <b>\$532,522,888</b>   | <b>\$20,453,050</b> | <b>4.0%</b>  |
| Capital Projects Fund                  | \$14,192,906         | \$22,245,733           | 8,052,827           | 56.7%        |
| School Capital Projects                | 13,500,916           | 18,509,528             | 5,008,612           | 37.1%        |
| Utilities Capital Projects             | <u>28,544,825</u>    | <u>25,833,333</u>      | <u>(2,711,492)</u>  | (9.5%)       |
| <b>Subtotal Capital Expenditures</b>   | <b>\$56,238,647</b>  | <b>\$66,588,594</b>    | <b>\$10,349,947</b> | <b>18.4%</b> |
| <b>Total Budget</b>                    | <b>\$568,308,485</b> | <b>\$599,111,482</b>   | <b>\$30,802,997</b> | <b>5.4%</b>  |

Sincerely,



Edward Petrovitch  
County Administrator



FY  
2022

# Recommended Budget

## Spotsylvania County



County Administrator's Recommendation  
February 9, 2021

FY  
2022

# Recommended Budget



# Recommended Budget

## Federal CARES Act Funding

### ***Spotsylvania County Schools:***

|                                                       |                    |
|-------------------------------------------------------|--------------------|
| Coronavirus Relief Fund                               | \$4,095,473        |
| Elementary & Secondary Schools Emergency Relief Fund  | 2,385,451          |
| Governor's Emergency Education Relief Fund            | 498,062            |
| <b>Subtotal – Relief Received Directly by Schools</b> | <b>\$6,979,986</b> |

### ***Spotsylvania County Government:***

|                                              |                     |
|----------------------------------------------|---------------------|
| Coronavirus Relief Fund – primary allocation | \$23,768,468        |
| Broadband allocation                         | 822,360             |
| Municipal Utility Relief Fund allocation     | 762,992             |
| Public Health Provider allocation            | 117,115             |
| 2020 Federal Election Response allocation    | 89,535              |
| <b>Subtotal – Relief Received by County</b>  | <b>\$25,560,470</b> |

|                                                    |                     |
|----------------------------------------------------|---------------------|
| <b>Total Community's Federal CARES Act Funding</b> | <b>\$32,539,456</b> |
|----------------------------------------------------|---------------------|

# Recommended Budget

## Use of Freed Local Funding From Use of Primary CARES Allocations

|                                                            |             |
|------------------------------------------------------------|-------------|
| Transfer to Capital Projects – <i>Debt Reduction</i>       | \$8,092,734 |
| Cash for Transportation Projects – <i>Debt Reduction</i>   | 6,468,234   |
| Various technology, EOC, building access improvements      | 2,915,000   |
| CY 2021 Business Tangible Tax (reduces 2021 tax rate)      | 2,250,000   |
| Bipolar Ionization at all schools                          | 1,430,133   |
| Small Business relief                                      | 362,500     |
| YMCA Daycare support                                       | 250,000     |
| Reinstate FY 2021 training budgets                         | 200,000     |
| Individual firefighter breathing apparatus                 | 165,000     |
| Hire 4 Eligibility Workers in July instead of January 2021 | 136,000     |
| Personal Protective Equipment for schools staff            | 102,554     |

# Recommended Budget

## Use of Freed Local Funding From Use of Primary CARES Allocations

|                                                           |                   |
|-----------------------------------------------------------|-------------------|
| Hot spots for schools                                     | 100,000           |
| Reinstate FY 2021 contracted mowing                       | 100,000           |
| Local match for FEMA Relief application                   | 75,000            |
| Reinstate FY 2021 contracted median mowing                | 55,000            |
| Reinstate tuition reimbursement                           | 50,000            |
| CARE ACT grants audit                                     | 40,000            |
| Fire/Rescue station fountain upgrades                     | 33,000            |
| Emergency responder facemasks                             | 29,000            |
| Office modification to support social distancing – CoR    | 11,000            |
| Unallocated Balance                                       | 867,313           |
| <b>Total Use of Freed Local Funding From Use of CARES</b> | <b>23,768,468</b> |

# Recommended Budget

## **FY 2022 Budget Priorities & Alignment to Strategic Plan**

# Recommended Budget

**Our Vision** We will *set the standard for Virginia Counties*. Through mutual cooperation, we are committed to enhancing quality of life through innovation, collaborations and creativity. We will exercise effective stewardship to create and sustain an educated, vibrant, dynamic community in a secure and healthy environment.

**Our Mission** is to ensure the delivery of quality government services that are customer-focused, promote a safe, healthy, and prosperous community, and reflect excellence in financial stewardship.

## **Our Long-Term Strategic Goals**

- Quality Government
- Public Safety
- Infrastructure Investment
- Growth Management
- Environmental Stewardship
- Educational Opportunity
- Economic Prosperity

## **Our Values**

- Accountability
- Integrity
- Service Transparency

# Recommended Budget

## Budget Priorities



# Recommended Budget

| General Fund New Initiatives <sup>1</sup>                    | \$                 | FTEs         |
|--------------------------------------------------------------|--------------------|--------------|
| Social Services – Eligibility Workers                        | \$573,459          | 13.00        |
| Solid Waste – Division Director                              | 147,052            | 1.00         |
| Public Safety – System Administrator                         | 124,347            | 1.00         |
| IT Project & Application Analyst (AS400)                     | 106,443            | 1.00         |
| Cable Franchise Manager (3-year temp. position) <sup>2</sup> | 106,243            | 1.00         |
| Social Services – Family Services Supervisor                 | 81,456             | 1.00         |
| Social Services – Aide IIs                                   | 78,631             | 2.00         |
| Sheriff's Office – Deputy Sheriff for Transports             | 71,033             | 1.00         |
| Outsourcing Convenience Center Staffing                      | 31,941             | (1.00)       |
| <b>Total General Fund Initiatives</b>                        | <b>\$1,320,605</b> | <b>20.00</b> |

<sup>1</sup>Includes salaries, benefits and related operating costs less State revenues to be received specific to the position

<sup>2</sup>Funded using General Fund Balance

# Recommended Budget

| Other Fund New Initiatives                | \$               | FTEs        |
|-------------------------------------------|------------------|-------------|
| <b>Code Compliance -</b>                  |                  |             |
| Building – Commercial Building Inspectors | \$215,622        | 2.00        |
| Erosion – Environmental Plan Reviewer     | 99,021           | 1.00        |
| Erosion – Environmental Inspector         | 96,345           | 1.00        |
| Erosion – Environmental Assistant         | 58,409           | 1.00        |
| Building – Permit Technician              | 57,802           | 1.00        |
| <b>Subtotal Code Compliance</b>           | <b>\$527,199</b> | <b>6.00</b> |
| <b>Transportation -</b>                   |                  |             |
| Transportation Technician                 | \$96,870         | 1.00        |
| <b>Subtotal Transportation</b>            | <b>\$96,870</b>  | <b>1.00</b> |

FY  
2022

# Recommended Budget

| Other Fund New Initiatives              | \$               | FTEs         |
|-----------------------------------------|------------------|--------------|
| <b><i>Utilities -</i></b>               |                  |              |
| Lab – Samplers                          | \$264,763        | 3.00         |
| Lab – Sample Coordinator                | 75,027           | 1.00         |
| <b><i>Subtotal Utilities</i></b>        | <b>\$339,790</b> | <b>4.00</b>  |
| <b>Total Other Fund New Initiatives</b> | <b>\$963,859</b> | <b>11.00</b> |

FY  
2022

# Recommended Budget

## Alignment to Strategic Plan –

### Commitment to Quality Government

\$ in millions

|                                                                                                     |              |
|-----------------------------------------------------------------------------------------------------|--------------|
| Maintain existing levels of service (includes GF positions)                                         | \$3.4        |
| Full-year unbudgeted mid-year FY 21 salary adjustments                                              | 2.1          |
| 1.2% COLA; 2.0% performance-based merit & other compensation adjustments – other than Public Safety | 1.2          |
| Restore base budget reductions due to pandemic                                                      | 1.2          |
| 3/5 <sup>th</sup> OPEB contribution (additional 1/5 <sup>th</sup> )                                 | 0.5          |
| State-mandated minimum wage increase to \$11/hour on January 1, 2022                                | 0.1          |
| Fund DSS programs and CSA mandated programs                                                         | (0.3)        |
| <b>Total Quality Government Adjustments</b>                                                         | <b>\$8.2</b> |

FY  
2022

# Recommended Budget

## Alignment to Strategic Plan –

| Commitment to Public Safety                                         | \$ in millions |
|---------------------------------------------------------------------|----------------|
| Full-year unbudgeted mid-year FY 21 salary adjustments              | \$0.8          |
| Mid-Year step compensation adjustments – including 1.2% COLA        | 0.7            |
| Proportionate share Regional Jail/Juvenile Detention Center budgets | 0.3            |
| Maintain existing levels of service                                 | 0.2            |
| <b>Total Public Safety Adjustments</b>                              | <b>\$2.0</b>   |



FY  
2022

# Recommended Budget

## Alignment to Strategic Plan –

### Commitment to Educational Opportunities

\$ in millions

|                                                    |              |
|----------------------------------------------------|--------------|
| Increase transfer to Schools                       | \$0.9        |
| Proportionate share of regional Library budget     | 0.2          |
| <b>Total Educational Opportunities Adjustments</b> | <b>\$1.1</b> |



FY  
2022

# Recommended Budget

## Alignment to Strategic Plan –

### Commitment to Economic Prosperity

\$ in millions

|                                                                                               |              |
|-----------------------------------------------------------------------------------------------|--------------|
| Funding for market/future planning study                                                      | \$0.1        |
| Adjust transfer for previously approved incentives for capital investment and/or job creation | (0.1)        |
| <b>Total Economic Prosperity Adjustments</b>                                                  | <b>\$0.1</b> |



FY  
2022

# Recommended Budget

## Alignment to Strategic Plan –

| Commitment to Infrastructure Investment                                     | \$ in millions |
|-----------------------------------------------------------------------------|----------------|
| Add one-time transfer to capital to support cash-funding of projects        | \$2.3          |
| Increase transfer to capital to meet policy-level increase                  | 1.1            |
| Restore baseline transfer to Transportation                                 | 0.7            |
| New transfer to Transportation to support structural balancing of the fund. | 0.7            |
| Net new debt service for financing of capital projects                      | 0.3            |
| Add funding for minor improvements and repairs to existing parks            | 0.1            |
| <b>Total Infrastructure Investment Adjustments</b>                          | <b>\$5.2</b>   |

# Recommended Budget

| Use of General Fund Balance                                   | \$                 |
|---------------------------------------------------------------|--------------------|
| Capital Projects Fund transfer in excess of fiscal policy     | \$2,250,000        |
| Transportation Fund transfer                                  | 1,400,000          |
| Freed local funds from CARES uses to reduce business taxes    | 1,125,000          |
| Use of E.O. Reserve for other than tax-based incentives       | 315,000            |
| Consultant study-market & planning analysis                   | 110,000            |
| Cable Franchise Manager – temp. position (3-5 years)          | 106,243            |
| Germanna Community College capital contribution – year 3 of 5 | 100,000            |
| Salary study                                                  | 75,000             |
| Updated County-owned, GIS maintained GPS monuments            | 70,000             |
| Evaluate the Federal changes to GPS for 2023-24               | 50,000             |
| Grid Parcel Identification Number (GPIN) impact analysis      | 50,000             |
| <b>Total Use of Fund Balance</b>                              | <b>\$5,651,243</b> |

# Recommended Budget

## FY 2022 Capital Improvement Projects



FY  
2022

# Recommended Budget

| Project                                            | Cash<br>Funding | Financed<br>Cost | Total FY<br>2022 Cost |
|----------------------------------------------------|-----------------|------------------|-----------------------|
| Facility Asset Management Program                  | \$1.0           | \$0.0            | \$1.0                 |
| Merchants Sq. 1 <sup>st</sup> Floor Buildout       | 0.7             | 0.0              | 0.7                   |
| Merchants Sq. generator addition                   | 0.4             | 0.0              | 0.4                   |
| General Government vehicle<br>replacements         | 1.5             | 0.0              | 1.5                   |
| County-owned SWM Maintenance                       | 0.0             | 0.0              | 0.0                   |
| Safety & Security Improvements                     | 0.3             | 0.0              | 0.3                   |
| Paved access to garage – Public<br>Safety Building | 0.1             | 0.0              | 0.1                   |
| Public Safety Building addition                    | 0.0             | 0.8              | 0.8                   |

*Funding shown in millions*

# Recommended Budget

| Project                                       | Cash<br>Funding | Financed<br>Cost | Total FY<br>2022 Cost |
|-----------------------------------------------|-----------------|------------------|-----------------------|
| Broadband initiatives reserve                 | \$1.0           | \$0.0            | \$1.0                 |
| Technology improvements                       | 3.5             | 0.0              | 3.5                   |
| Landfill & Convenience Center<br>improvements | 4.9             | 0.0              | 4.9                   |
| Equipment replacement - Landfill              | 0.7             | 0.0              | 0.7                   |
| Loriella Park lighting replacement            | 0.6             | 0.0              | 0.6                   |
| Add public water at Lick Run Center           | 0.2             | 0.0              | 0.2                   |
| VCR Trail – paving/drainage<br>improvements   | 0.7             | 0.0              | 0.7                   |
| Replacement of Co. 3 (Partlow)                | 0.0             | 4.3              | 4.3                   |

FY  
2022

# Recommended Budget

| Project                                    | Cash<br>Funding | Financed<br>Cost | Total FY<br>2022 Cost |
|--------------------------------------------|-----------------|------------------|-----------------------|
| Replacement F/R Equipment                  | \$0.7           | \$2.4            | \$3.1                 |
| Exit 118 Improvements                      | 0.4             | 3.3              | 3.7                   |
| Rt. 3 operational improvements             | 0.0             | 1.6              | 1.6                   |
| Hospital Blvd./Spotsylvania Pkwy           | 0.4             | 0.0              | 0.4                   |
| Va. Hospital Transportation<br>Commitments | 4.9             | 0.8              | 5.7                   |
| Schools – Buses                            | 0.4             | 3.7              | 4.1                   |
| Schools – Technology                       | 0.0             | 5.1              | 5.1                   |
| Schools – Capital Maintenance              | 0.0             | 8.8              | 8.8                   |

*Funding shown in millions*

***Continued***

FY  
2022

# Recommended Budget

| Project                                                 | Cash<br>Funding | Financed<br>Cost | Total FY<br>2022 Cost |
|---------------------------------------------------------|-----------------|------------------|-----------------------|
| Schools – Renovate/expand<br>Spotsylvania Middle School | \$0.0           | \$0.5            | \$0.5                 |
| Water/Sewer projects                                    | 25.8            | 41.0             | 66.8                  |
| <b>FY 2022 Total Capital Projects</b>                   | <b>\$48.2</b>   | <b>\$72.3</b>    | <b>\$120.5</b>        |
| <i>Funding shown in millions</i>                        |                 |                  | <i>Continued</i>      |

# Recommended Budget

## Proposed Tax Adjustments

# Recommended Budget

- **No change to Real Estate or General Personal Property Tax**

- Real Estate Rate: \$0.8094
- General Personal Property Tax: \$6.55

| County/City         | 2020 Real Estate Rate |
|---------------------|-----------------------|
| Prince William      | \$1.2075              |
| Richmond            | 1.2000                |
| Fairfax             | 1.1835                |
| Alexandria          | 1.1300                |
| Loudoun             | 1.0350                |
| Arlington           | 1.0260                |
| Stafford            | 0.9700                |
| Chesterfield        | 0.9500                |
| Henrico             | 0.8700                |
| Fredericksburg      | 0.8500                |
| Caroline            | 0.8300                |
| Hanover             | 0.8100                |
| <b>Spotsylvania</b> | <b>0.8094</b>         |

# Recommended Budget

- One-time Business Property reduction of \$2.25 million

## One-Time, CY 2021 Business Property Rate Reduction

| Tax                           | CY 2020 Rate | CY 2021 Rate |
|-------------------------------|--------------|--------------|
| Business Furniture & Fixtures | \$5.95       | \$4.55       |
| Heavy Equipment               | \$2.00       | \$1.55       |
| Machinery & Tools             | \$2.50       | \$1.90       |

# Recommended Budget

- New Cigarette Tax
  - Proposed \$0.30 per pack of 20; **\$310,000 in new revenue**
    - \$0.015 per cigarette
  - Maximum amount allowed by law per pack \$0.40
    - \$0.02 per cigarette

| Tax                  | Spotsylvania's<br>2020 Rate | Spotsylvania's<br>Recommended<br>2021 Rate | Stafford's<br>2020 Rate | Fredericksburg's<br>2020 Rate |
|----------------------|-----------------------------|--------------------------------------------|-------------------------|-------------------------------|
| <b>Cigarette Tax</b> | \$0.00                      | \$0.30/pk.                                 | \$0.00/pk.              | \$0.31/pk.                    |
| <b>Est. Revenue</b>  | \$0                         | \$310,000                                  | \$0                     | \$475,000                     |

FY  
2022

# Recommended Budget

- Transient Occupancy (Hotel) Tax Rate
  - 2% increase to 7%; **\$590,000 in new revenue**
    - 3% will remain dedicated to promote tourism
  - No maximum cap
  - Paid by patrons using hotels in the County
  - Average hotel room rate is \$82/night
    - Average increase of \$1.64/night

| Tax                    | Spotsylvania's<br>2020 Rate | Spotsylvania's<br>Recommended<br>2021 Rate | Stafford's<br>2020 Rate | Fredericksburg's<br>2020 Rate |
|------------------------|-----------------------------|--------------------------------------------|-------------------------|-------------------------------|
| Transient<br>Occupancy | 5%                          | 7%                                         | 5%                      | 6%                            |

FY  
2022

# Recommended Budget

- Meals Tax Rate
  - 1.5% increase to 5.5%; **\$2,550,000 in new revenue**
  - 6% maximum cap
  - \$0.15 would be added to a \$10 meal with this proposal

| Tax       | Spotsylvania's<br>2020 Rate | Spotsylvania's<br>Recommended<br>2021 Rate | Stafford's<br>2020 Rate | Fredericksburg's<br>2020 Rate |
|-----------|-----------------------------|--------------------------------------------|-------------------------|-------------------------------|
| Meals Tax | 4%                          | 5.5%                                       | 5%                      | 6%                            |

FY  
2022

# Recommended Budget

|                              | FY 2021<br>Adopted<br>(in millions) | FY 2022<br>Recommended<br>(in millions) | Difference<br>\$<br>(in millions) | %            |
|------------------------------|-------------------------------------|-----------------------------------------|-----------------------------------|--------------|
| General                      | \$149.9                             | \$160.8                                 | \$10.9                            | 7.3%         |
| Economic Dev. Auth.          | 1.5                                 | 1.4                                     | (-0.1)                            | (-4.0%)      |
| Code Compliance              | 4.6                                 | 5.4                                     | 0.9                               | 18.8%        |
| Transportation               | 8.2                                 | 8.4                                     | 0.2                               | 2.7%         |
| School Operating             | 300.0                               | 306.3                                   | 6.3                               | 2.1%         |
| School Food Service          | 12.3                                | 12.9                                    | 0.6                               | 5.1%         |
| Utilities Operating          | <u>35.7</u>                         | <u>37.3</u>                             | <u>1.6</u>                        | 4.4%         |
| <i>Subtotal Op. Exp.</i>     | <i>\$512.1</i>                      | <i>\$532.5</i>                          | <i>\$20.5</i>                     | <i>4.0%</i>  |
| Capital Projects             | \$14.2                              | \$22.2                                  | \$8.1                             | 56.7%        |
| School Capital Proj.         | 13.5                                | 18.5                                    | 5.0                               | 37.1%        |
| Utilities Capital Proj.      | <u>28.5</u>                         | <u>25.8</u>                             | <u>(-2.7)</u>                     | (-9.5%)      |
| <i>Subtotal Capital Exp.</i> | <i>\$56.2</i>                       | <i>\$66.6</i>                           | <i>10.3</i>                       | <i>18.4%</i> |
| <b>Total Budget</b>          | <b>\$568.3</b>                      | <b>\$599.1</b>                          | <b>\$30.8</b>                     | <b>5.4%</b>  |

# Recommended Budget

| Date     | Next Steps                                                                                                              |
|----------|-------------------------------------------------------------------------------------------------------------------------|
| Feb. 23  | Budget work session – School Board presents its budget to Board                                                         |
| March 9  | Budget work session – CBRC presentation; Department Directors/Constitutional Officers; <b>tax rate ad decision</b>      |
| March 23 | Budget work session                                                                                                     |
| March 30 | Public hearings on Budget, CIP, Tax Rates <b>@ Courtland H.S.</b>                                                       |
| April 6  | Budget work session                                                                                                     |
| April 8  | Budget work session – Earliest date for legal adoption of the budget based on the March 30 <sup>th</sup> Public Hearing |
| April 13 | Budget work session – Adopt FY 2022 Budget and 2021 tax rates                                                           |

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

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**Meeting Date:** February 9, 2021

**Title:** Informational Matters

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**Agenda Title:** Informational Matters

**Recommendation:** n/a

**Summary:** Information Only.

**Staff Contacts:** Ed Petrovitch, County Administrator

**Legal Counsel:** n/a

**Additional Background/Other Considerations:** n/a

**ATTACHMENTS:**

| File Name            | Description      | Type            |
|----------------------|------------------|-----------------|
| contingency_2021.pdf | Contingency Fund | Backup Material |
| Vacancy_List.docx    | Vacancy List     | Backup Material |

**FY 2021 BUDGETED CONTINGENCY ACCOUNT  
STATUS REPORT**

**TOTAL BUDGETED CONTINGENCY**

**\$371,411**

**CONTINGENCY USES**

| <b>DATE</b> | <b>PURPOSE</b>                                                                                                                     | <b>AMOUNT</b> |
|-------------|------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 9/8/2020    | Convert PT Assistant Registrar to FT                                                                                               | 22,315        |
| 10/29/2020  | Add back to the contingency the FY 2020 carryover request cancelled at the request of the Clerk of the Circuit Court               | (3,648)       |
| 11/18/2020  | Purchase an additional replacement vehicle for Social Services                                                                     | 19,796        |
| 12/9/2020   | Costs for required mailings, notifications and advertisements associated with required adoption of compliant floodplain ordinance. | 15,000        |
|             |                                                                                                                                    |               |
|             |                                                                                                                                    |               |
|             |                                                                                                                                    |               |
|             |                                                                                                                                    |               |
|             |                                                                                                                                    |               |
|             |                                                                                                                                    |               |
|             |                                                                                                                                    |               |
|             |                                                                                                                                    |               |
|             |                                                                                                                                    |               |

**TOTAL USED**

**\$53,463.00**

**UNRESTRICTED CONTINGENCY REMAINING**

**\$317,948**

**COUNTY BOARDS AND COMMISSIONS  
CURRENT OR UPCOMING VACANCIES  
Through April 2021**

**Appointments by Voting District:**

**Battlefield**

- Board of Building Code Appeals
- Citizens Transportation Advisory Committee (CTAC)
- Historic Preservation Commission
- Transportation Committee
- Social Services Advisory Board
- EDA

**Berkeley**

- CBRC-Alternate
- Citizens Transportation Advisory Committee (CTAC)
- Transportation Committee-1 Vacancy-Expires February 24, 2021

**Chancellor**

*No current vacancies*

**Courtland**

- Minority Affairs Committee
- Social Services Advisory Board

**Lee Hill**

- Transportation Committee

**Livingston**

- Citizens Transportation Advisory Committee (CTAC)

**Salem**

- Board of Building Code Appeals
- CBRC (alternate)
- Parks and Recreation Commission
- EDA
- Transportation Committee

**Non-District Appointments:**

- Agricultural/ Forestal District Review Committee- 4 Farmer or Forester and 2 Landowner Appointments
- Fort A.P. Hill Joint Land Use Study- 1 Vacancy (appointment for phase 2-recommendations)
- Minority Affairs Committee-NAACP affiliated member
- YMCA Board of Directors- 1 Vacancy
- Board of Equalization- All Expire December 31, 2020 (Assessment Office will contact in 2021 regarding recommendations for reappointment)
- Bay Consortium Workforce Development Board- 1 Vacancy
- Towing Advisory Board- All Expire March 31, 2021 (Sheriff's Office will contact regarding recommendations for reappointment)
- Public Safety Committee- 1 Vacancy-County Administrator-Expires April 8, 2021

\*\*Please note, as a reminder, the Board has not decided whether or not they want participate in the Government & Military Affairs Council

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

---

**Meeting Date:** February 9, 2021

**Title:** Closed Meeting

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**Type:** 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.docx                            | Closed Meeting Resolution         | Resolution |
| Return_to_Open_Meeting_Resolution_2.9.2021.doc | Return to Open Meeting Resolution | Resolution |

***DRAFT***

At a meeting of the Spotsylvania County Board of Supervisors held on February 9, 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, employees of County Administration and employees of Building/Code Compliance; and

WHEREAS, the Spotsylvania County Board of Supervisors desires to adjourn into a Closed Meeting for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, specifically regarding the matter of *HCRI Wilburn Gardens Properties, LLC v. County of Spotsylvania, Virginia*, Spotsylvania County Circuit Court Consolidated Case Nos. CL11-1475-01, CL15-1232 and CL18-2908; and

WHEREAS, pursuant to Va. Code Ann. § 2.2-3711(A)(1) and (7), 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 aforesated 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 February 9, 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